

RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (22-3001-ERT & 22-3002-HRT); CITY TAXICAB AND TRANSFER CO., INC. (22-3003-ERT & 22-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (22-3005-ERT & 22-3006-HRT); AND RICHMOND TRANSPORTATION (22-3007-ERT & 22-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (22-3009-ERT & 22-3010-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS

WHEREAS, on September 14, 2021 by Resolution No. 2021-350, 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, 2021 and ending September 30, 2022

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.: 22-3001-ERT**
- **Cost: Not to Exceed, \$30,000.00**

- **Contract No.: 22-3002-HRT**
- **Cost: Not to Exceed, \$400,000.00**

CITY TAXICAB & TRANSFER CO., INC.:

Provider: City Taxicab & Transfer Co., Inc., 1853 W. Prospect Rd., Ashtabula, OH 44004

- **Contract No.: 22-3003-ERT**
- **Cost: Not to Exceed, \$30,000.00**

- **Contract No.: 22-3004-HRT**
- **Cost: Not to Exceed, \$500,000.00**

COUNTRY NEIGHBOR PROGRAM, INC.

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

Term: retroactive to October 1, 2021 and ending September 30, 2022

- **Contract No.: 22-3005-ERT**
- **Cost: Not to Exceed, \$5,050.00**

- **Contract No.: 22-3006-HRT**
- **Cost: Not to Exceed, \$353,904.00**

RICHMOND TRANSPORTATION

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

- **Contract No.: 22-3007-ERT**
- **Cost: Not to Exceed, \$30,000.00**

- **Contract No.: 22-3008-HRT**
- **Cost: Not to Exceed, \$500,000.00**

SUNSET TRANSPORTATION & RENTALS, LLC

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

- **Contract No.: 22-3009-ERT**
- **Cost: Not to Exceed, \$30,000.00**

- **Contract No.: 22-3010-HRT**
- **Cost: Not to Exceed, \$500,000.00**

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. 2021-371

September 28, 2021

RESOLUTION APPROVING PURCHASE OF TRANSPORTATION SERVICE CONTRACTS WITH THE ASHTABULA COUNTY TRANSPORTATION SYSTEM (22-3001-ERT & 22-3002-HRT); CITY TAXICAB AND TRANSFER CO., INC. (22-3003-ERT & 22-3004-HRT); COUNTRY NEIGHBOR PROGRAM, INC. (22-3005-ERT & 22-3006-HRT); AND RICHMOND TRANSPORTATION (22-3007-ERT & 22-3008-HRT) SUNSET TRANSPORTATION & RENTALS, LLC, (22-3009-ERT & 22-3010-HRT) FOR EMPLOYMENT AND HEALTH RELATED TRANSPORTATION, ACDJFS


Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington	Aye
J.P. Ducro IV	Aye
Casey R. Kozlowski	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, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3001-ERT

This contract made and entered into on the 1st day of October 2021 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 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, 2021 through September 30, 2022 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit I showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

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

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

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

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

29. **Indemnity and Insurance:**

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

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

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

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

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

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

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

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

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

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

SIGNATURES:



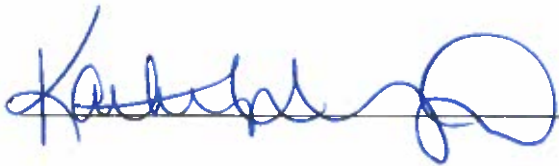
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services


9/15/2021
Date



Carol L. Lunn, Program Manager
Ashtabula County Transportation System

9-15-21
Date





9-28-21
Date



Ashtabula County Board of Commissioners

Exhibit I

(Fee Schedule)

Transportation Provider Form

Date	October 1, 2021 through September 30, 2022		
Company Name	Ashtabula County Transportation System (ACTS)		
Contact Person	Carol Lennon, ACTS Project Manager		
Address City, State, Zip	2924 Donahoe Drive Ashtabula, Ohio 44004		
Phone Number	440-994-2502		
Fax Number	440-998-1538		
Are you a Licensed Provider?	Yes No <i>X</i>	If yes, what is your License Number?	N/A

Complete all lines that pertain to your service

Rates	In County	Out of County	Private Pay
Rates-One Way Trip	October 1, 2021 to December 31, 2021 \$60.92 Vehicle Hour January 1, 2022 to September 30, 2022 \$62.05 Vehicle Hour	N/A	18 yrs. + \$2.00 E&D Card \$ 1.00 3-17 Yrs. \$.75 0-2 Yrs. FREE
Mileage	N/A	N/A	N/A



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Ashtabula County Transportation System**
Date: **9/16/2021 4:00:54 PM**

This search produced the following list of **6** possible matches:

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

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

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


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

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Ashtabula County Transportation System** for an **Employment Related Transportation Sub-Grant Agreement for FY 2022**.

Approved as to Legal Form Only:

By: 

Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/14/2021

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

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



David Thomas
Ashtabula County Auditor

Date: _____



PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3002-HRT

This contract made and entered into on the 1st day of October 2021 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 XX 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, 2021 through September 30, 2022 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 400,000.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit I showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
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 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
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15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.
17. **Independent Contractors:** Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection:** The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
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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.
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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.
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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.

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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.
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45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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

SIGNATURES:



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

9/15/21

Date



Paul Larson, Program Manager
Ashtabula County Transportation System

9-15-21

Date





9-28-21

Date



Ashtabula County Board of Commissioners

Exhibit I

(Fee Schedule)

Transportation Provider Form

Date	October 1, 2021 through September 30, 2022		
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 <input checked="" type="checkbox"/>	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, 2021 to December 31, 2021 \$60.92 Vehicle Hour January 1, 2022 to September 30, 2022 \$62.05 Vehicle Hour	N/A	18 yrs. + \$2.00 E&D Card \$ 1.00 3-17 Yrs. \$.75 0-2 Yrs. FREE
Mileage	N/A	N/A	N/A

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Ashtabula County Transportation System**
Date: **9/16/2021 4:00:54 PM**

This search produced the following list of 6 possible matches:

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

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

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

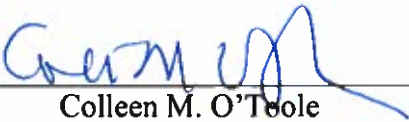
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Ashtabula County Transportation System** for a **Health Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/14/2021

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

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

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



David Thomas
Ashtabula County Auditor

Date: _____

9/24/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3003-ERT

This contract made and entered into on the 1st day of October 2021 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 City Taxicab & Transfer Co., Inc. located at: 1753 West Prospect Road, Ashtabula, Ohio 44004, and whose phone number is: 440-992-1182, (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, 2021 through September 30, 2022 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

13. **Duplicate Billing**: Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract**: This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination**:
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
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44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

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

SIGNATURES:



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

9/15/21
Date



City Taxicab & Transfer Co., Inc.

09-16-2021
Date





9-28-21
Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

Attachment A
Transportation Programs
Applicant Information

AGENCY / ORGANIZATION NAME: CITY TAXI CAB & TRANSFER COMPANY INC

ADDRESS: 1753 W PROSPECT RD - ASHTABULA, OHIO 44004

PHONE: 440-992-1182

FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 31-1515502

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BRUCKMAN

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 Department of Job & Family Services (ACDJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACDJFS 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. ACDJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACDJFS will fund a proposal. Proposals are subject to review by representatives of ACDJFS. At its sole discretion, ACDJFS 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: Kyle Bruckman SIGNATURE: 
(Note: original signature must be in blue ink)

TITLE: President DATE: 7/10/21

Section 3 - Program Planning and Development

A. Program Description

All Transportation Support Operation Inc. DBA: City Taxi Cab & Transfer Company, program description will be implemented to fulfill the requirements of Ashtabula County Department of Job & Family Services (ACDJFS) Transportation Services. City Taxi Cab 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. City Taxi Cab & Transfer Company 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. City Taxi Cab & Transfer Company 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.

City Taxi Cab & Transfer Company is an Ohio corporation in good standing, fully licensed and qualified to conduct business in the City of Ashtabula, City of Geneva and the state of Ohio. All client information is handled in accordance with all statutes and kept confidential in accordance to HIPPA.

The hiring practices of City Taxi Cab & Transfer Company 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 contracted with City Taxi Cab & Transfer Company are pre-screened with a background checks, driving record check, drug screening and trained in providing the clients with the best possible ride. **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 home. **We will not do double lifts on a single charge fee, each lift will be charged separately.** 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. All drivers are drug tested at time of hire, post-accident 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 and cash calls. Lift returns usually have quicker response times than another vehicle might.

B. Summary of service:

1. City Taxi Cab & Transfer Company operates 20 hours per day 6 days a week.

2. City Taxi Cab & Transfer Company have been providing transportation since 1928 and have been providing service to ACDJFS since 1995.

3. Specifications:

(A.) Flat rate one way for any City Taxi Cab & Transfer Company unit will be \$8.00, 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 \$16.00 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 \$2.30 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 \$2.30 per mile and calculated as follows, including one-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles; trips up to 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.) Wait time is charged at a rate of \$.30 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.

(F.) 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 into shuttles by appointments times and same direction of appointments. If the return is much later than all other riders in the shuttle the later shuttle may be scheduled to bring that client back. Regular call slips will be combined with Lifts, if at all possible depending on availability of seats.

(G.) 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.

(H.) All trips in a 10 mile radius will be given a pick up time of 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 20 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.

(I.) Procedure for last minute and or same day request: A worker from ACDJFS will call City Taxi Cab 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 over immediately.

(J.) Procedure for schedule changes: A worker from ACDJFS should call within 3 hours prior to the 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.

(K.) The form titled Unusual Incident Report will be used for any problems, accidents, injury, and unusual incidents within 24 hours via fax to 440-992-9376. Complaints will be referred to ACDJFS.

(L.) Vehicle list below:

Vehicle	# of Units	Passenger Capacity
WHEELCHAIR LIFTS	3	2 WC & 1 PASSENGERS
WHEELCHAIR LIFTS	1	1 WC & 4 PASSENGERS
FORD TAURUS	2	4 PASSENGERS
FORD EXPLORER	2	4 PASSENGERS
CHEVY TAHOE	2	4 PASSENGERS
FORD ECONOLINE	2	14 PASSENGERS
FORD FLEX	3	6 PASSENGERS

C. Geographical Service Areas

1. Normally we cover all of NE Ohio but City Taxi Cab & Transfer Company can & will cover the 48 contiguous states as well as Canada and Mexico. We are able to drive anywhere and have drivers with passports to get in and out of Canada and Mexico.

D. Organizational Structure:

1. See Organizational Chart

City Taxicab & Transfer celebrated 90 years of service in Ashtabula County in 2018. We were incorporated by the State of Ohio in April 1, 1997. Our main source of financial support comes from both the public & private sectors. City Taxicab has no outstanding loans. The organizational chart is enclosed.

E. Provider Staff Qualifications

1. See enclosed listing of job descriptions.

PRESIDENT
KYLE BRUCKMAN

OPERATIONS
MANAGER
JOYCE BOSWORTH

DISPATCHERS

DALLAS

LORI

AVAILABLE

MAINTENANCE & LOT

ALEX

JUAN

SUPPORT TEAM

MJ

Exhibit II

(Fee Schedule/Budget)

**City Taxicab & Transfer Company
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 2.30	General Unit Rate is \$2.30 per mile with the following modifications:
One Way - Flat Rate:	\$ 8.00	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	\$16.00	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)	\$ 2.30	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	\$ 0.30	Wait time is charged at a rate of \$0.30 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
Stop Charges	\$ 1.00	The first pick-up location and the destination are not charged as stops. Stops in between such as 2 nd or succeeding passenger pick-up points are stops. Any in route stops i.e. daycare, bank, pharmacy are stops.
Title XX Seat Charge (ACJFS HRT use only)	\$15.00	The Title XX Seat Charge is not a City Taxicab rate. It is an amount determined by ACJFS to calculate Title XX client co-pay. For trips 25 miles or greater a "Seat Charge" will be utilized to determine the Title XX client co-pay. The client co-pay percentage is to be applied to the Seat Charge for either a one-way or round trip. \$15.00 each way.
<p>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.</p>		

**Applicant Budget
Summary**

Applicant: CITY TAXI CAB & TRANSFER CO INC.
Date From: JANUARY 1, 2021 December 31, 2021

	Amount
I. Staff	
A. Salaries	\$ 146,990.00
B. Payroll-Related Expenses	\$ 24,000.00
Total Staff Costs	\$ 170,990.00
II. Operations	
A. Travel and Short-Term Training	\$ 25,000.00
B. Consumable Supplies	\$ 95,000.00
C. Occupancy Costs	\$ 47,750.00
D. Contract and Professional Services	\$ 488,000.00
E. Other - Miscellaneous	\$ 6,000.00
Total Operational Costs	\$ 661,750.00
III. Equipment	
A. Equipment Depreciation	\$ 40,000.00
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ 40,000.00
Sub- Total of All Costs	\$ 872,740.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 872,740.00

Budget Computation

Total Operating Expenses	\$ 872,740.00
Divided by Total Operating Units	380,000.00
= Unit Rate	\$ 2.30

Unit Rate	\$ 2.30
X number of units purchased	380,000.00
= Total Contract Amount	\$ 872,740.00

Unit = 1 mile

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$	-
Short-Term, Training	\$ 25,000.00
Total Travel and Short-Term Training	\$ 25,000.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 10,000.00
Cleaning Supplies	\$ 10,000.00
Other (FUEL)	\$ 75,000.00
Other (identify)	
Total Consumable Supplies	\$ 95,000.00

II. C. Occupancy Costs

	Amount
Rent	\$ 12,000.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	\$ 25,000.00
Utilities (if not included in rent) must be itemized	
Heat	\$ 2,000.00
Electric	\$ 3,000.00
Water	\$ 750.00
Telephone	\$ 4,500.00
Sewer	\$ 500.00
Other (identify)	
Other (identify)	
Total Occupancy Costs	\$ 47,750.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
CONTRACT DRIVERS	\$ 230,000.00
ACCOUNTANT	\$ 5,000.00
AUTO INSURANCE	\$ 85,000.00
CPR & FIRST AID	\$ 3,000.00
VEHICLE REPAIRS	\$ 80,000.00
WEBSITE & SOFTWARE DESIGN	\$ 15,000.00
BOOKKEEPER	\$ 70,000.00
Total Contract & Services Costs	\$ 488,000.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
BACKGROUND CHECKS	\$ 2,000.00
DRUG TESTING	\$ 1,500.00
PERMITS & LICENSES	\$ 2,500.00
Total Miscellaneous Costs	\$ 6,000.00

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Total Small Equipment Purchases		\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
Total Other Resources	\$ -



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **All Transportation Support Operations, Inc**
Date: 9/16/2021 4:04:52 PM

This search produced the following list of 21 possible matches:

Name/Organization	Address
Allredge, Aeneas	78 W Brighton Rd
Allen, Aiphonse	1205 New Mexico Drive
Alli, Abu	9727 Pratt
Ballenger Russell, Kimberly	5 Lareta Ct.
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
Fallon, Kim	
Goodall, James	1212 North Cross St.
Hall, Kimberly	771 Kiowa Trail
Hall, Stacy	10247 High Street
Kendall, Robert	1801 E. 9th St.
Marshall, Wendy	2549 Hard Road
McCalla, Kathy	643 Orchard Hill Road
McNally, Deborah	202 E. High Street
McNally, Deborah	202 East High Street
McNally, Deborah	202 East Main Street
Randall, Karla	245 Russo Drive
Randall, Leonard	245 Russo Drive
Smalley, Deborah	1292 Chester Way NW
Smalley, David	1292 Chester Way NW
Wallace-Deen, Fredericka	7625 Plainsfield

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

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

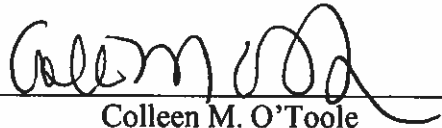
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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

Signature Page

Re: An agreement between Ashtabula County of Job & Family Services and **City Taxicab & Transfer Company** for an **Employment Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/15/2021

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

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **City Taxicab & Transfer Co.**



David Thomas
Ashtabula County Auditor

Date: 9/22/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3004-HRT

This contract made and entered into on the 1st day of October 2021 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 City Taxicab & Transfer Co., Inc. located at: 1753 West Prospect Road, Ashtabula, Ohio 44004, and whose phone number is: 440-992-1182, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XX 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, 2021 through September 30, 2022 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 II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.
13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services

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

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

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

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

29. **Indemnity and Insurance:**

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

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

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

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

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

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

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

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

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

Department of Labor regulations 41 CFR Part 60.

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

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

SIGNATURES:



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

9/15/21

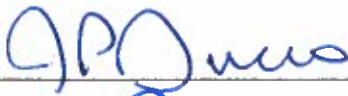
Date



City Taxicab & Transfer Co., Inc.

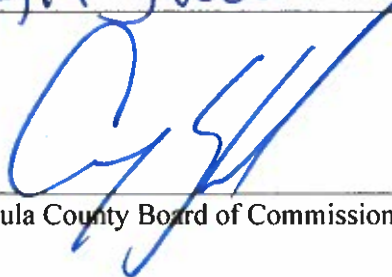
09-16-2021

Date



9-28-21

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

Attachment A
Transportation Programs
Applicant Information

AGENCY / ORGANIZATION NAME: CITY TAXI CAB & TRANSFER COMPANY INC

ADDRESS: 1753 W PROSPECT RD ~ ASHTABULA, OHIO 44004

PHONE: 440-992-1182

FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____

FAX: _____

FEDERAL TAX I.D. NUMBER: 31-1515502

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BRUCKMAN

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 Department of Job & Family Services (ACDJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACDJFS 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. ACDJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACDJFS will fund a proposal. Proposals are subject to review by representatives of ACDJFS. At its sole discretion, ACDJFS 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: Kyle Bruckman

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

TITLE: President

DATE: 7/10/21

Section 3 - Program Planning and Development

A. Program Description

All Transportation Support Operation Inc. DBA: City Taxi Cab & Transfer Company, program description will be implemented to fulfill the requirements of Ashtabula County Department of Job & Family Services (ACDJFS) Transportation Services. City Taxi Cab 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. City Taxi Cab & Transfer Company 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. City Taxi Cab & Transfer Company 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.

City Taxi Cab & Transfer Company is an Ohio corporation in good standing, fully licensed and qualified to conduct business in the City of Ashtabula, City of Geneva and the state of Ohio. All client information is handled in accordance with all statutes and kept confidential in accordance to HIPPA.

The hiring practices of City Taxi Cab & Transfer Company 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 contracted with City Taxi Cab & Transfer Company are pre-screened with a background checks, driving record check, drug screening and trained in providing the clients with the best possible ride. **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 home. **We will not do double lifts on a single charge fee, each lift will be charged separately.** 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. All drivers are drug tested at time of hire, post-accident 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 and cash calls. Lift returns usually have quicker response times than another vehicle might.

B. Summary of service:

1. City Taxi Cab & Transfer Company operates 20 hours per day 6 days a week.

2. City Taxi Cab & Transfer Company have been providing transportation since 1928 and have been providing service to ACDJFS since 1995.

3. Specifications:

(A.) Flat rate one way for any City Taxi Cab & Transfer Company unit will be \$8.00, 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 \$16.00 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 \$2.30 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 \$2.30 per mile and calculated as follows, including one-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles; trips up to 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.) Wait time is charged at a rate of \$.30 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.

(F.) 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 into shuttles by appointments times and same direction of appointments. If the return is much later than all other riders in the shuttle the later shuttle may be scheduled to bring that client back. Regular call slips will be combined with Lifts, if at all possible depending on availability of seats.

(G.) 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.

(H.) All trips in a 10 mile radius will be given a pick up time of 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 20 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.

(I.) Procedure for last minute and or same day request: A worker from ACDJFS will call City Taxi Cab 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 over immediately.

(J.) Procedure for schedule changes: A worker from ACDJFS should call within 3 hours prior to the 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.

(K.) The form titled Unusual Incident Report will be used for any problems, accidents, injury, and unusual incidents within 24 hours via fax to 440-992-9376. Complaints will be referred to ACDJFS.

(L.) Vehicle list below:

Vehicle	# of Units	Passenger Capacity
WHEELCHAIR LIFTS	3	2 WC & 1 PASSENGERS
WHEELCHAIR LIFTS	1	1 WC & 4 PASSENGERS
FORD TAURUS	2	4 PASSENGERS
FORD EXPLORER	2	4 PASSENGERS
CHEVY TAHOE	2	4 PASSENGERS
FORD ECONOLINE	2	14 PASSENGERS
FORD FLEX	3	6 PASSENGERS

C. Geographical Service Areas

1. Normally we cover all of NE Ohio but City Taxi Cab & Transfer Company can & will cover the 48 contiguous states as well as Canada and Mexico. We are able to drive anywhere and have drivers with passports to get in and out of Canada and Mexico.

D. Organizational Structure:

1. See Organizational Chart

City Taxicab & Transfer celebrated 90 years of service in Ashtabula County in 2018. We were incorporated by the State of Ohio in April 1, 1997. Our main source of financial support comes from both the public & private sectors. City Taxicab has no outstanding loans. The organizational chart is enclosed.

E. Provider Staff Qualifications

1. See enclosed listing of job descriptions.

PRESIDENT

KYLE BRUCKMAN

OPERATIONS
MANAGER

JOYCE BOSWORTH

DISPATCHERS

DALLAS

LORI

AVAILABLE

MAINTENANCE & LOT

ALEX

JUAN

SUPPORT TEAM

MJ

Exhibit II

(Fee Schedule/Budget)

**City Taxicab & Transfer Company
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 2.30	General Unit Rate is \$2.30 per mile with the following modifications:
One Way - Flat Rate:	\$ 8.00	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	\$16.00	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)	\$ 2.30	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	\$ 0.30	Wait time is charged at a rate of \$0.30 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
Stop Charges	\$ 1.00	The first pick-up location and the destination are not charged as stops. Stops in between such as 2 nd or succeeding passenger pick-up points are stops. Any in route stops i.e. daycare, bank, pharmacy are stops.
Title XX Seat Charge (ACJFS HRT use only)	\$15.00	The Title XX Seat Charge is not a City Taxicab rate. It is an amount determined by ACJFS to calculate Title XX client co-pay. For trips 25 miles or greater a "Seat Charge" will be utilized to determine the Title XX client co-pay. The client co-pay percentage is to be applied to the Seat Charge for either a one-way or round trip. \$15.00 each way.
<p>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.</p>		

**Applicant Budget
Summary**

Applicant: CITY TAXI CAB & TRANSFER CO INC.	
Date From: JANUARY 1, 2021	December 31, 2021

	Amount
I. Staff	
A. Salaries	\$ 146,990.00
B. Payroll-Related Expenses	\$ 24,000.00
Total Staff Costs	\$ 170,990.00
II. Operations	
A. Travel and Short-Term Training	\$ 25,000.00
B. Consumable Supplies	\$ 95,000.00
C. Occupancy Costs	\$ 47,750.00
D. Contract and Professional Services	\$ 488,000.00
E. Other - Miscellaneous	\$ 6,000.00
Total Operational Costs	\$ 661,750.00
III. Equipment	
A. Equipment Depreciation	\$ 40,000.00
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ 40,000.00
Sub- Total of All Costs	\$ 872,740.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 872,740.00

Budget Computation

Total Operating Expenses	\$ 872,740.00
Divided by Total Operating Units	380,000.00
= Unit Rate	\$ 2.30

Unit Rate	\$ 2.30
X number of units purchased	380,000.00
= Total Contract Amount	\$ 872,740.00

Unit = 1 mile

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$	
Short-Term, Training	\$ 25,000.00
Total Travel and Short-Term Training	\$ 25,000.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 10,000.00
Cleaning Supplies	\$ 10,000.00
Other (FUEL)	\$ 75,000.00
Other (identify)	
Total Consumable Supplies	\$ 95,000.00

II. C. Occupancy Costs

	Amount
Rent	\$ 12,000.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	\$ 25,000.00
Utilities (if not included in rent) must be itemized	
Heat	\$ 2,000.00
Electric	\$ 3,000.00
Water	\$ 750.00
Telephone	\$ 4,500.00
Sewer	\$ 500.00
Other (identify)	
Other (identify)	
Total Occupancy Costs	\$ 47,750.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
CONTRACT DRIVERS	\$ 230,000.00
ACCOUNTANT	\$ 5,000.00
AUTO INSURANCE	\$ 85,000.00
CPR & FIRST AID	\$ 3,000.00
VEHICLE REPAIRS	\$ 80,000.00
WEBSITE & SOFTWARE DESIGN	\$ 15,000.00
BOOKKEEPER	\$ 70,000.00
Total Contract & Services Costs	\$ 488,000.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
BACKGROUND CHECKS	\$ 2,000.00
DRUG TESTING	\$ 1,500.00
PERMITS & LICENSES	\$ 2,500.00
Total Miscellaneous Costs	\$ 6,000.00

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Total Small Equipment Purchases		\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
Total Other Resources	\$ -



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **All Transportation Support Operations, Inc**
Date: **9/16/2021 4:04:52 PM**

This search produced the following list of **21** possible matches:

Name/Organization	Address
Alldredge, Aeneas	78 W Brighton Rd
Allen, Alphonse	1205 New Mexico Drive
Ali, Abu	9727 Pratt
Ballenger Russell, Kimberly	5 Lareta Ct.
Carter (All About Learning), Franklin	561 Termes Avenue
Carter (All About Learning, Inc.), Franklin	600 Delaware Avenue
Fallon, Kim	
Goodall, James	1212 North Cross St.
Hall, Kimberly	771 Kiowa Trail
Hall, Stacy	10247 High Street
Kendall, Robert	1801 E. 9th St.
Marshall, Wendy	2549 Hard Road
McCalla, Kathy	643 Orchard Hill Road
McNally, Deborah	202 E. High Street
McNally, Deborah	202 East High Street
McNally, Deborah	202 East Main Street
Randall, Karla	245 Russo Drive
Randall, Leonard	245 Russo Drive
Smalley, Deborah	1292 Chester Way NW
Smalley, David	1292 Chester Way NW
Wallace-Deen, Fredericka	7625 Plainsfield

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

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

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

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **City Taxicab & Transfer Company** for a **Health Related Transportation Contract for FY 2022**.

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/15/2021

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$125,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **City Taxicab & Transfer Co.**



David Thomas
Ashtabula County Auditor

Date: 9/24/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3005-ERT

This contract made and entered into on the 1st day of October 2021 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, 2021 through September 30, 2022 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:
\$ 5,050.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate

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

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

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

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

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

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

29. **Indemnity and Insurance:**

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

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

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

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

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

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


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

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

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

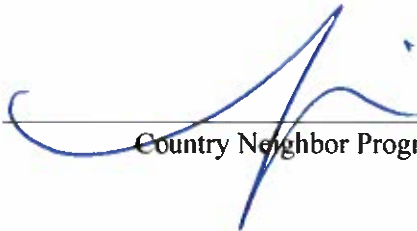
Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:



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

9/15/21
Date



Country Neighbor Program, Inc.

9/17/21
Date





9-26-21
Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

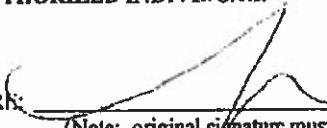
ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

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

TERMS AND CONDITIONS

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

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: Executive Director DATE: July 13, 2021

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 175,200 miles of Health-Related Transportation at a unit rate of \$2.02 and 2,500 miles of Employment-Related Transportation at a unit rate of \$2.02 per mile for the period of October 1, 2021, through September 30, 2022. We are requesting a 3.6% unit rate increase from \$1.95 to \$2.02 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 2020 through June 2021, 45.2% of the HRT trips Country Neighbor provided were shared saving \$99,966.20 in NET dollars. Generally, we have over 50% shared with a much larger savings to the County however COVID greatly impacted the ability to share in 2020 and early 2021.

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

B. Summary of Service

1. Days and Hours of Service

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

2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 39 years. We have for the past several years been the contract provider for the countywide Ashtabula County Senior Services Levy transportation program.

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

3. Specifications

a. Trip Charge Calculation

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

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

b. Round Trip Definition

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

c. Charging a Shared Trip

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

d. Number of Vehicles, Passenger Capacity and Wheelchair Lifts

Country Neighbor has (2) 7 passenger minivans, (3) modified minivan, and (6) lift vehicles. The modified minivans have 1 wheelchair position, 2 of the lift vans have 3 wheelchair positions and 4 have 2 positions. We are waiting delivery sometime this summer of 2 new modified minivans that have been awarded by ODOT grants.

c. Procedures for Multiple Passengers

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

f. Ensure 15 Minute Windows for Stated Pickup and Deliveries

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

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

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

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

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

h. Assurance Regarding 90% of Shared-Ride Trips

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

i. Reporting of Incidents and Accidents

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

C. Geographical Service Area

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

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

D. Organizational Structure

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

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

The Ashtabula County Food Bank (Country Neighbor) serves 18 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2020, we distributed over two million pounds of food to these contract organizations.

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

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

An Organizational Chart is attached.

E. Provider/Staff Qualifications

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

Assistant Director: Will be directly responsible for human resources, fiscal responsibilities, payroll and financial reporting processes of the program. Also assist the Executive Director with the day-to-day operations of the program.

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

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

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

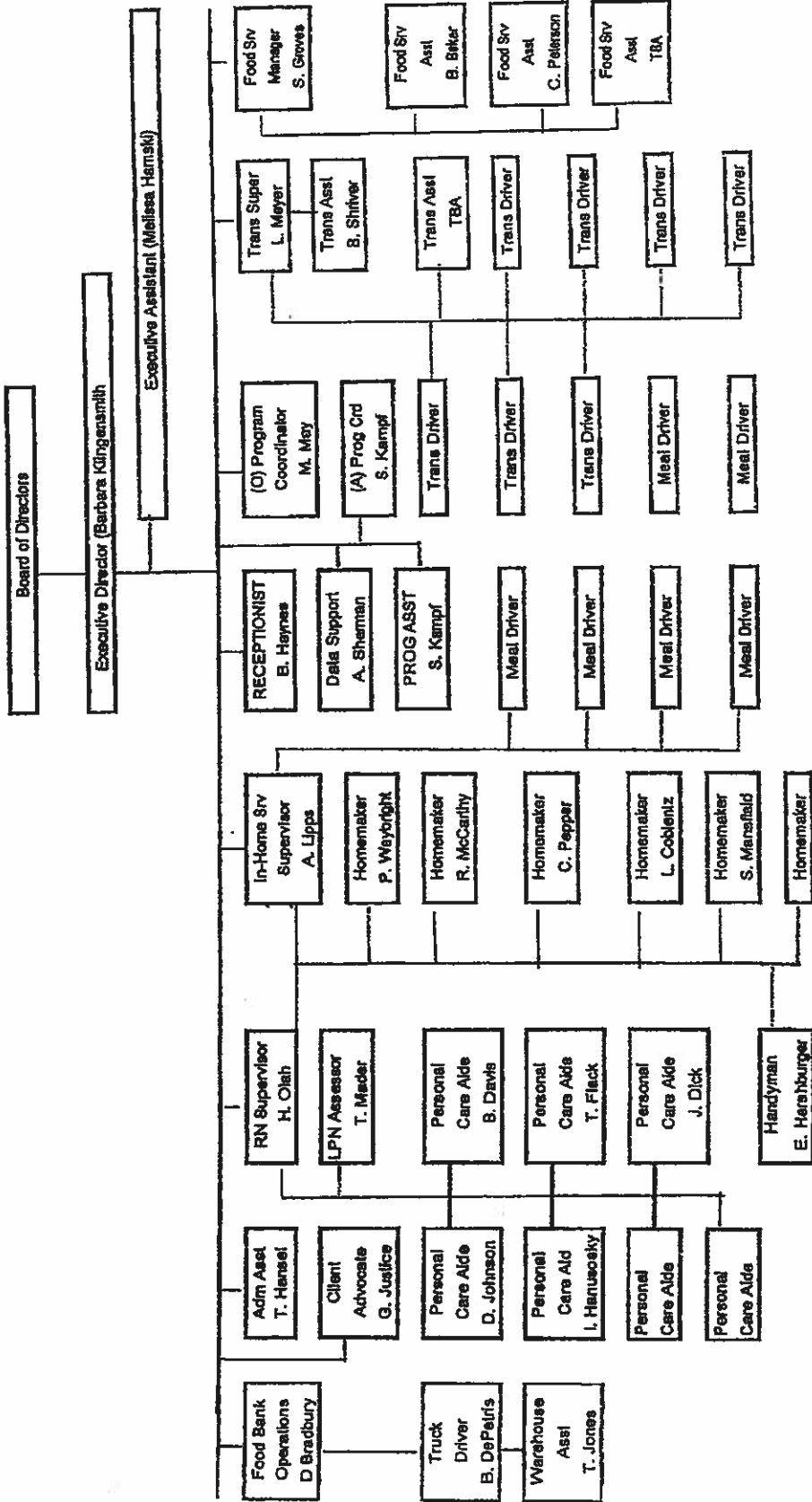
Transportation Supervisor: Reports to the Executive Director. She is responsible for the Intake and Assessment of each client, scheduling all transportation trips, drivers, vehicles, accuracy and completion of all required documentation and recordkeeping, maintenance program implementation, policy and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

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

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

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

COUNTRY NEIGHBOR PROGRAM, INC.
ORGANIZATIONAL CHART



V O L U N T E E R S

Exhibit II

(Fee Schedule/Budget)

Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 2.02	Country Neighbor charges a flat, per mile fee of \$2.02. 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	\$ 2.02	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.

**Applicant Budget
Summary**

Applicant: Country Neighbor Program, Inc.	(ERT)
Date From: October 1, 2021	To: September 30, 2022

	Amount
I. Staff	
A. Salaries	\$ 1,150.00
B. Payroll-Related Expenses	\$ 137.00
Total Staff Costs	\$ 1,287.00
II. Operations	
A. Travel and Short-Term Training	\$ 50.00
B. Consumable Supplies	\$ 600.00
C. Occupancy Costs	\$ 944.00
D. Contract and Professional Services	\$ 820.00
E. Other - Miscellaneous	\$ 1,349.00
Total Operational Costs	\$ 3,763.00
III. Equipment	
A. Equipment Depreciation	\$ -
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ -
Sub- Total of All Costs	\$ 5,050.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 5,050.00

Budget Computation

Total Operating Expenses	\$ 5,050.00
Divided by Total Operating Units	2,500.00
= Unit Rate	\$ 2.02

Unit Rate	\$ 2.02
X number of units purchased	2,500.00
= Total Contract Amount	\$ 5,050.00

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: 0.56 per mile	\$ -
Short-Term, Training	\$ 50.00
Total Travel and Short-Term Training	\$ 50.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 65.00
Cleaning Supplies	\$ 10.00
Other (<i>Fuel</i>)	\$ 525.00
Other (<i>identify</i>)	
Total Consumable Supplies	\$ 600.00

II. C. Occupancy Costs

	Amount
Rent	\$ 300.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	\$ -
Utilities (if not included in rent) must be itemized	
Heat	\$ 60.00
Electric	\$ 120.00
Water	\$ 20.00
Telephone	\$ 192.00
Sewer	
Other (<i>Data Terminals</i>)	\$ 240.00
Other (<i>Garbage</i>)	\$ 12.00
Total Occupancy Costs	\$ 944.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Audit	\$ 50.00
Technology & Software	\$ 120.00
D&O Insurance	\$ 50.00
Employee Testing	\$ 50.00
Contract Labor	\$ -
Liability Insurance	\$ 50.00
Vehicle Insurance	\$ 500.00
Total Contract & Services Costs	\$ 820.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Licensure	\$ 50.00
Advertising	\$ 25.00
Dues & Subscriptions	\$ 25.00
Equipment/Vehicle Maintenance	\$ 1,200.00
Miscellaneous Expense	\$ 49.00
Total Miscellaneous Costs	\$ 1,349.00



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,

Organization: **Country Neighbor Program, Inc**

Date: **9/16/2021 4:14:50 PM**

This search produced the following list of 7 possible matches:

Name/Organization	Address
Harrison County Democratic Executive Committee	80900 Slab Camp Road
Lawrence County Educational Service Center	304 N. 2nd Street
Lawrence County Schools Council of Governments	304 N. 2nd Street
Lucas County Republican Party	10 S. Superior St.
Lucas County Republican Party	10 S. Superior Street
Noble County Law Library Association	300 County Court House
Village of Bethel Mayor's Court	

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

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

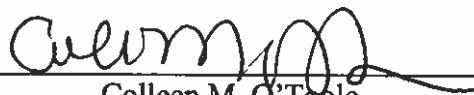
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Country Neighbor Program, Inc.** for an **Employment Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/15/2021

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$1,262.50**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County of Job & Family Services** and **Country Neighbor Program, Inc.**



David Thomas
Ashtabula County Auditor

Date: _____

9/22/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3006-HRT

This contract made and entered into on the 1st day of October 2021 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 XX 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, 2021 through September 30, 2022 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 353,904.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.
13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services

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

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

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

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

29. **Indemnity and Insurance:**

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

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

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

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

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

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

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

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

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

Department of Labor regulations 41 CFR Part 60.

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

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

SIGNATURES:



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

9/15/21


Date



Country Neighbor Program, Inc.

9/17/21

Date





9-28-21

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

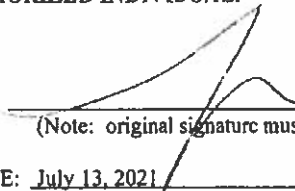
**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

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

TERMS AND CONDITIONS

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

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: Barbara Klingensmith SIGNATURE: 
(Note: original signature must be in blue ink)
TITLE: Executive Director DATE: July 13, 2021

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 175,200 miles of Health-Related Transportation at a unit rate of \$2.02 and 2,500 miles of Employment-Related Transportation at a unit rate of \$2.02 per mile for the period of October 1, 2021, through September 30, 2022. We are requesting a 3.6% unit rate increase from \$1.95 to \$2.02 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 2020 through June 2021, 45.2% of the HRT trips Country Neighbor provided were shared saving \$99,966.20 in NET dollars. Generally, we have over 50% shared with a much larger savings to the County however COVID greatly impacted the ability to share in 2020 and early 2021.

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

B. Summary of Service

1. Days and Hours of Service

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

2. Provider Experience

Country Neighbor has been providing transportation as discussed in the service specifications for well over 39 years. We have for the past several years been the contract provider for the countywide Ashtabula County Senior Services Levy transportation program.

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

3. Specifications

a. Trip Charge Calculation

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

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

b. Round Trip Definition

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

c. Charging a Shared Trip

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

d. Number of Vehicles, Passenger Capacity and Wheelchair Lifts

Country Neighbor has (2) 7 passenger minivans, (3) modified minivan, and (6) lift vehicles. The modified minivans have 1 wheelchair position, 2 of the lift vans have 3 wheelchair positions and 4 have 2 positions. We are waiting delivery sometime this summer of 2 new modified minivans that have been awarded by ODOT grants.

e. Procedures for Multiple Passengers

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

f. Ensure 15 Minute Windows for Stated Pickup and Deliveries

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

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

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

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

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

h. Assurance Regarding 90% of Shared-Ride Trips

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

i. Reporting of Incidents and Accidents

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

C. Geographical Service Area

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

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

D. Organizational Structure

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

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

The Ashtabula County Food Bank (Country Neighbor) serves 18 food pantries, 4 soup kitchens/senior feeding sites, and 2 shelters located throughout Ashtabula County. In 2020, we distributed over two million pounds of food to these contract organizations.

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

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

An Organizational Chart is attached.

E. Provider/Staff Qualifications

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

Assistant Director: Will be directly responsible for human resources, fiscal responsibilities, payroll and financial reporting processes of the program. Also assist the Executive Director with the day-to-day operations of the program.

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

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

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

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

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

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

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

Exhibit II
(Fee Schedule/Budget)

Country Neighbor Program

Rate / Fee Schedule and Definitions:

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 2.02	Country Neighbor charges a flat, per mile fee of \$2.02. 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	\$ 2.02	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.

**Applicant Budget
Summary**

Applicant: Country Neighbor Program, Inc.	(HRT)
Date From: October 1, 2021	To: September 30, 2022

	Amount
I. Staff	
A. Salaries	\$ 212,041.00
B. Payroll-Related Expenses	\$ 24,041.00
Total Staff Costs	\$ 236,082.00
II. Operations	
A. Travel and Short-Term Training	\$ 1,300.00
B. Consumable Supplies	\$ 34,900.00
C. Occupancy Costs	\$ 13,960.00
D. Contract and Professional Services	\$ 40,300.00
E. Other - Miscellaneous	\$ 27,362.00
Total Operational Costs	\$ 117,822.00
III. Equipment	
A. Equipment Depreciation	\$ -
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ -
Sub- Total of All Costs	\$ 353,904.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 353,904.00

Budget Computation

Total Operating Expenses		\$ 353,904.00
Divided by Total Operating Units		175,200.00
	= Unit Rate	\$ 2.02
	Unit Rate	\$ 2.02
X number of units purchased		175,200.00
= Total Contract Amount		\$ 353,904.00

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: 0.56 per mile	\$ 100.00
Short-Term, Training	\$ 1,200.00
Total Travel and Short-Term Training	\$ 1,300.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 1,050.00
Cleaning Supplies	\$ 350.00
Other (<i>Fuel</i>)	\$ 33,500.00
Other (<i>identify</i>)	
Total Consumable Supplies	\$ 34,900.00

II. C. Occupancy Costs

	Amount
Rent	\$ 4,500.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	\$ 50.00
Utilities (if not included in rent) must be itemized	
Heat	\$ 540.00
Electric	\$ 1,920.00
Water	\$ 200.00
Telephone	\$ 1,710.00
Sewer	
Other (<i>Data Terminals</i>)	\$ 4,800.00
Other (<i>Garbage</i>)	\$ 240.00
Total Occupancy Costs	\$ 13,960.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Audit	\$ 3,500.00
Technology & Software	\$ 7,500.00
D&O Insurance	\$ 750.00
Employee Testing	\$ 1,500.00
Contract Labor	\$ 300.00
Liability Insurance	\$ 2,750.00
Vehicle Insurance	\$ 24,000.00
Total Contract & Services Costs	\$ 40,300.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Licensure	\$ 1,500.00
Advertising	\$ 325.00
Dues & Subscriptions	\$ 100.00
Equipment/Vehicle Maintenance	\$ 25,250.00
Miscellaneous Expense	\$ 187.00
Total Miscellaneous Costs	\$ 27,362.00

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Total Small Equipment Purchases		\$ -

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
Total Other Resources	\$ -



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Country Neighbor Program, Inc**
Date: **9/16/2021 4:14:50 PM**

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.

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$88,476.00**, and free from any previous encumbrances.

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



David Thomas
Ashtabula County Auditor

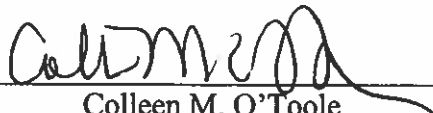
Date: _____

9/22/21

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Country Neighbor Program, Inc.** for a **Health Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/15/2021

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 21-3007-ERT

This contract made and entered into on the 1st day of October 2021 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, 2021 through September 30, 2022 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds**: Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services**: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use

transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers

for multiple passenger trips.

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

20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.
21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pick up must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e. two-way radio, cellular phone.
24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 23 of this contract.
25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives

and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance:**

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

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

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

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

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

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

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

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

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

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

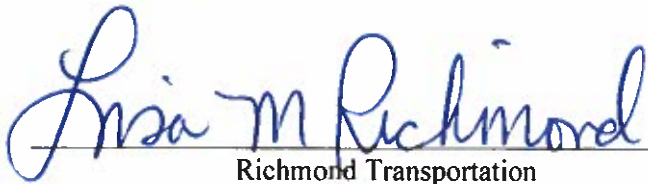
SIGNATURES:



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

9/15/21

Date



Lisa M. Richmond
Richmond Transportation

9/17/21

Date





9-18-21

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Richmond Transportation LLC

ADDRESS: 5456 Main Ave Ashland

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: LISA Richmond EMAIL: LISA.Richmond50@gmail.com

FISCAL CONTACT: LISA Richmond EMAIL: " gmail.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: Lisa M Richmond SIGNATURE: Lisa M Richmond
(Note: original signature must be in blue ink)

TITLE: owner DATE: 7/19/21

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-21

Section 3

A. Program Planning and Development

Richmond Transportation program planning and development will meet all requirements of requested by the Ashtabula County Department of Job & Family Services to provide health related and employment related transportation services to Ashtabula County residents. We will cover all of Ashtabula County and surrounding counties, as needed. We will provide safe, courteous, and reliable transportation to passengers and they will receive top priority from our company.

Richmond Transportation complies with all federal, state, and local laws as well non-discrimination laws, federal, wage, and hour laws, and workers' compensation laws. We also follow the Equal Employment Opportunity –Affirmative Action plan, and comply with the Drug Free Work Place Act as well as the Ohio Administrative Code of Employee Ethics.

All drivers are fingerprinted and all drivers passed the Ohio BCI & I as well as the FBI criminal background check as well as the Federal Exclusion Screening and have no criminal background history. OBMV checks are run annually on each driver. Our drivers also have been trained in hands-on transfer techniques, looking for signs of difficulty, wheelchair lift procedures, CPR, and first aid.

B. Summary of Services

1. Richmond Transportation's office is open Monday through Friday from 8:00 am to 4:30pm. These times are flexible and transportation will be provided 7 days a week, 24 hours a day by reservation. Telephone calls and appointment scheduling will be taken Monday through Friday from 8:00 am to 4:30pm. Our answering system will be active 7 days a week, 24 hours a day.

2. Since June 2012, we have transported yO! students from their homes to classes. We have been able to get the students to and from class safely and promptly. Our staff has a good rapport with all passengers and genuinely cares about each individual.

During the summer starting in 2012, we have transported students under the TANF grant. The number of students that were transported increased dramatically from the summer of 2012. We were able to transport the students safely and promptly as well accommodate last minute schedule changes quickly and effectively.

We also provide student transportation for the After School Discovery Program and, at times, ABC Daycare. We also currently provide rides for passengers subcontracting for Provide-a-Ride.

From 2015 to 2018 we subcontracted with Country Neighbors. We did not renew our contract with Country Neighbors because of the lack of jobs we were assigned and those jobs were not cost effective to Richmond Transportation.

In March 2016, we started transporting Health 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 \$2.30 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 \$0.30 a minute not to exceed the guidelines set forth by JFS. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.

Private passenger renting our vehicles for wine hops and other events starts at \$48 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

- e. Richmond Transportation has (1) 24 passenger transit bus, (1) 21 passenger transits(1) 15 passenger transit bus (5) 14 passenger transit buses each with a wheelchair lift, (1) 14 passenger van, and (10) mini-vans. Four of these vehicles have wheelchair lifts.
- 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.

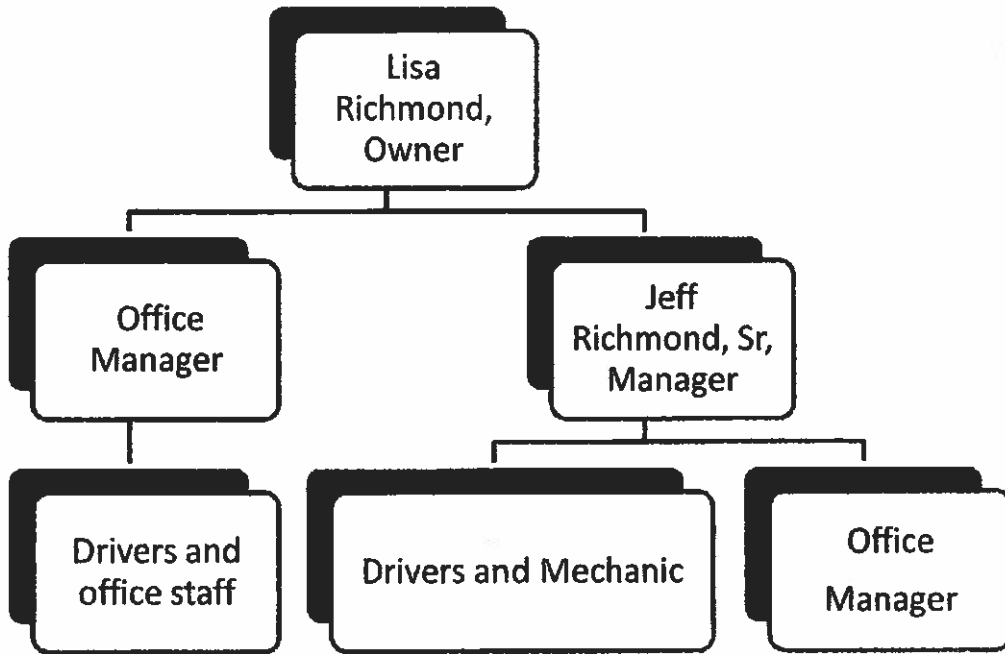
C. Geographic Service Areas

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.

An organizational chart is below.



E. Applicant/Staff Qualifications

Lisa Richmond, Owner, is responsible for scheduling, invoicing, and accounts payable.

Jeff Richmond Sr, Manager, reports to the owner, and is responsible for drivers, vehicles, vehicle maintenance, documentation, and quality assurance.

Office Manager, reports to the owners and works with administrative assistants and drivers to coordinate schedules, drivers, and vehicle assignments. She is also responsible for booking, accounting tasks, and human resources.

Administrative Assistants are responsible for the daily scheduling, driver assignments, trip changes, answering phone calls, and dispatching.

Drivers report to the managers and are responsible for daily pre and post vehicle inspections and as well as transporting passengers in a safe, timely manner.

Mechanics report to the owner and to the manager and is responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs.

The job descriptions are as follows:

Owner:

Responsible for scheduling, invoicing, and accounts payable and receivables

Managers:

Responsible for driver assignments for last minute changes, vehicle documentation, and maintenance and quality assurance

Administrative Assistants:

Responsible for coordinating schedules, making reservations, keeping records and logs, managing accounts receivable and payables. They are also responsible for answering the telephone and assisting clients. They also schedule and assists the owner when needed.

Accountant:

Responsible for payroll and fiscal responsibilities

Drivers:

Provide the transportation for passengers to and from their appointments and assist them when needed. They are responsible to perform a pre and post daily inspection on vehicles and wheelchair lifts and complete the proper documentation as evidence. They are to maintain their vehicle for cleanliness.

Mechanics are responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs. They are responsible to order needed supplies and parts and to keep the vehicles and shop clean. They communicate with the drivers to keep all vehicles in good working order.

Our drivers have been with our company for 1 to 5 years and all of our drivers are over 25 years old and have a clean driving record.

All drivers passed the Ohio BCI & I as well as the FBI criminal background check and have no criminal background history and are annually recheck through the Ohio BCI & I and FBI. All drivers are also screened through the Federal Exclusion Screening. OBMV checks are run annually on each driver.

All drivers are CPR and First Aid certified and are certified to operate wheelchair lifts and certified in handling all passengers especially the elderly. Each driver must successfully pass the Defensive Drivers course.

Exhibit II

(Fee Schedule/Budget)

**Richmond Transportation
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 2.30	Unit Rate of \$2.30 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	\$ 2.30	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	\$ 0.30	Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.30 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.

**Applicant Budget
Summary**

Richmond Transportation LLC	
Date From: October 1, 2021	To: September 30, 2021
	Amount
I. Staff	
A. Salaries	\$ 93,750.00
B. Payroll-Related Expenses	\$ 17,000.00
Total Staff Costs	\$ 110,750.00
II. Operations	
A. Travel and Short-Term Training	\$ 1,617.00
B. Consumable Supplies	\$ 44,500.00
C. Occupancy Costs	\$ 26,780.00
D. Contract and Professional Services	\$ 9,215.00
E. Other - Miscellaneous	\$ 3,500.00
Total Operational Costs	\$ 85,612.00
III. Equipment	
A. Equipment Depreciation	\$ 14,465.00
B. Small Equipment Purchases	\$ 8,400.00
C. Leased and Rented Equipment	\$ 10,763.00
Total Equipment Costs	\$ 33,628.00
Sub- Total of All Costs	\$ 229,990.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 229,990.00

Budget Computation

Total Operating Expenses	\$ 229,990.00
Divided by Total Operating Units	100,000.00
= Unit Rate	\$ 2.30
Unit Rate	\$ 2.30
X number of units purchased	450,000.00
= Total Contract Amount	\$ 1,034,955.00

Unit = 1 mile

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$ -	\$ -
Short-Term, Training	\$ 1,617.00
Total Travel and Short-Term Training	\$ 1,617.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 300.00
Cleaning Supplies	\$ 150.00
Other (<i>identify</i>) Fuel	\$ 44,500.00
Other (<i>identify</i>)	
Total Consumable Supplies	\$ 44,950.00

II. C. Occupancy Costs

	Amount
Rent	\$ 25,100.00
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	
Maintenance and Repairs	
Utilities (if not included in rent) must be itemized	
Heat	
Electric	
Water	
Telephone	\$ 1,680.00
Sewer	
Other (<i>identify</i>)	
Other (<i>identify</i>)	
Total Occupancy Costs	\$ 26,780.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Liability Insurance	\$ 1,670.00
Vehicle Insurance	\$ 6,545.00
Employee Testing & Screenings	\$ 1,000.00
Total Contract & Services Costs	\$ 9,215.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Licensure	\$ 500.00
Vehicle Repair & Maintenance	\$ 3,000.00
Total Miscellaneous Costs	\$ 3,500.00

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Transit Bus	2	\$ 8,400.00
Total Small Equipment Purchases		\$ 8,400.00

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
	\$ -
Total Other Resources	\$ -



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,

Organization: **Richmond Transportation, LLC**

Date: **9/16/2021 3:13:30 PM**

This search produced the following list of **19** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Aldrich, Thomas	185 N. Chestnut St.
Clarich, David	1178 E. Aurora Road
Frick, David	
Friedrich, Cindy	1/2 104 Wood Street
Helping Africans in a New Direction	6084 Busch Blvd. #4
Horn of Africa	4174 Christy Bloom Drive
Lariccia, Robert	2961 Ridgeline Trail
Liberty Local School District	4115 Shady Road
Price, Jennifer	3156 Josephine St. NW
Price, Scott	16098 #25 State Route 235
Rice, John	
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
Roderick, Benjamin	3319 Market Street
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

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

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


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

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Richmond Transportation** for an **Employment Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 9/15/2020

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

Agreement Title: An **Employment Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.



David Thomas
Ashtabula County Auditor

Date: _____

9/22/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3008-HRT

This contract made and entered into on the 1st day of October 2021 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 XX 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, 2021 through September 30, 2022 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 II showing individual rates.
6. **Eligibility of Services**: Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service**: Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have

priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

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

reasonably possible in cases of ACJFS passenger injury or death.

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

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

29. **Indemnity and Insurance:**

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

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

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

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

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

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

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

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

35. **Equal Employment Opportunity:** The Provider will comply with Executive Order 11246, entitled

Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

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

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

SIGNATURES:



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

9/15/21

Date



Lise M. Richmond
Richmond Transportation

9-17-21

Date



9-28-21

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Richmond Transportation LLC

ADDRESS: 5456 Main Ave, Ashland

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: LISA Richmond EMAIL: LISA.Richmond50@gmail.com

FISCAL CONTACT: LISA Richmond EMAIL: " gmail.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: Lisa M Richmond SIGNATURE: Lisa M Richmond
(Note: original signature must be in blue ink)

TITLE: owner DATE: 7/19/24

Richmond Transportation, LLC
2423 Deerfield Drive
Ashtabula, OH 44004
RPF#4-21

Section 3

A. Program Planning and Development

Richmond Transportation program planning and development will meet all requirements of requested by the Ashtabula County Department of Job & Family Services to provide health related and employment related transportation services to Ashtabula County residents. We will cover all of Ashtabula County and surrounding counties, as needed. We will provide safe, courteous, and reliable transportation to passengers and they will receive top priority from our company.

Richmond Transportation complies with all federal, state, and local laws as well non-discrimination laws, federal, wage, and hour laws, and workers' compensation laws. We also follow the Equal Employment Opportunity –Affirmative Action plan, and comply with the Drug Free Work Place Act as well as the Ohio Administrative Code of Employee Ethics.

All drivers are fingerprinted and all drivers passed the Ohio BCI & I as well as the FBI criminal background check as well as the Federal Exclusion Screening and have no criminal background history. OBMV checks are run annually on each driver. Our drivers also have been trained in hands-on transfer techniques, looking for signs of difficulty, wheelchair lift procedures, CPR, and first aid.

B. Summary of Services

1. Richmond Transportation's office is open Monday through Friday from 8:00 am to 4:30pm. These times are flexible and transportation will be provided 7 days a week, 24 hours a day by reservation. Telephone calls and appointment scheduling will be taken Monday through Friday from 8:00 am to 4:30pm. Our answering system will be active 7 days a week, 24 hours a day.

2. Since June 2012, we have transported yO! students from their homes to classes. We have been able to get the students to and from class safely and promptly. Our staff has a good rapport with all passengers and genuinely cares about each individual.

During the summer starting in 2012, we have transported students under the TANF grant. The number of students that were transported increased dramatically from the summer of 2012. We were able to transport the students safely and promptly as well accommodate last minute schedule changes quickly and effectively.

We also provide student transportation for the After School Discovery Program and, at times, ABC Daycare. We also currently provide rides for passengers subcontracting for Provide-a-Ride.

From 2015 to 2018 we subcontracted with Country Neighbors. We did not renew our contract with Country Neighbors because of the lack of jobs we were assigned and those jobs were not cost effective to Richmond Transportation.

In March 2016, we started transporting Health 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 \$2.30 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 \$0.30 a minute not to exceed the guidelines set forth by JFS. If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Ashtabula. This charge is per trip not per passenger.

Private passenger renting our vehicles for wine hops and other events starts at \$48 and up per hour with a three consecutive hour minimum rental. Wait time is included in the hourly rate.

- e. Richmond Transportation has (1) 24 passenger transit bus, (1) 21 passenger transits(1) 15 passenger transit bus (5) 14 passenger transit buses each with a wheelchair lift, (1) 14 passenger van, and (10) mini-vans. Four of these vehicles have wheelchair lifts.
- 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.

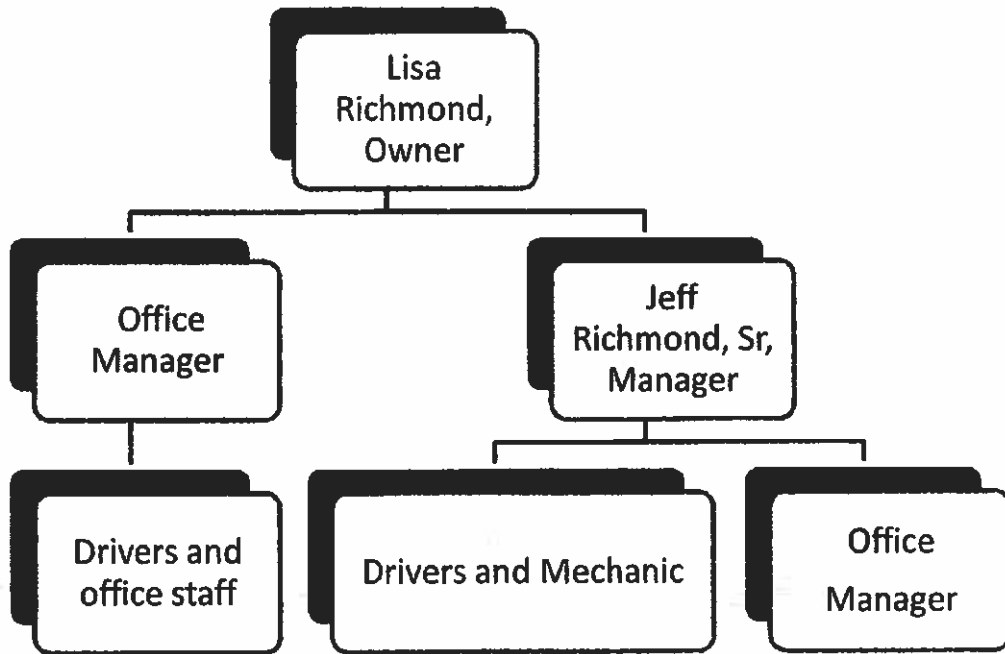
C. Geographic Service Areas

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.

An organizational chart is below.



E. Applicant/Staff Qualifications

Lisa Richmond, Owner, is responsible for scheduling, invoicing, and accounts payable.

Jeff Richmond Sr, Manager, reports to the owner, and is responsible for drivers, vehicles, vehicle maintenance, documentation, and quality assurance.

Office Manager, reports to the owners and works with administrative assistants and drivers to coordinate schedules, drivers, and vehicle assignments. She is also responsible for booking, accounting tasks, and human resources.

Administrative Assistants are responsible for the daily scheduling, driver assignments, trip changes, answering phone calls, and dispatching.

Drivers report to the managers and are responsible for daily pre and post vehicle inspections and as well as transporting passengers in a safe, timely manner.

Mechanics report to the owner and to the manager and is responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs.

The job descriptions are as follows:

Owner:

Responsible for scheduling, invoicing, and accounts payable and receivables

Managers:

Responsible for driver assignments for last minute changes, vehicle documentation, and maintenance and quality assurance

Administrative Assistants:

Responsible for coordinating schedules, making reservations, keeping records and logs, managing accounts receivable and payables. They are also responsible for answering the telephone and assisting clients. They also schedule and assists the owner when needed.

Accountant:

Responsible for payroll and fiscal responsibilities

Drivers:

Provide the transportation for passengers to and from their appointments and assist them when needed. They are responsible to perform a pre and post daily inspection on vehicles and wheelchair lifts and complete the proper documentation as evidence. They are to maintain their vehicle for cleanliness.

Mechanics are responsible to do regular maintenance on all vehicles and review the pre and post inspection logs and make any necessary repairs. They are responsible to order needed supplies and parts and to keep the vehicles and shop clean. They communicate with the drivers to keep all vehicles in good working order.

Our drivers have been with our company for 1 to 5 years and all of our drivers are over 25 years old and have a clean driving record.

All drivers passed the Ohio BCI & I as well as the FBI criminal background check and have no criminal background history and are annually recheck through the Ohio BCI & I and FBI. All drivers are also screened through the Federal Exclusion Screening. OBMV checks are run annually on each driver.

All drivers are CPR and First Aid certified and are certified to operate wheelchair lifts and certified in handling all passengers especially the elderly. Each driver must successfully pass the Defensive Drivers course.

Exhibit II

(Fee Schedule/Budget)

**Richmond Transportation
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 2.30	Unit Rate of \$2.30 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	\$ 2.30	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	\$ 0.30	Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.30 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.

**Applicant Budget
Summary**

Richmond Transportation LLC	
Date From: October 1, 2021	To: September 30, 2021

	Amount
I. Staff	
A. Salaries	\$ 93,750.00
B. Payroll-Related Expenses	\$ 17,000.00
Total Staff Costs	\$ 110,750.00
II. Operations	
A. Travel and Short-Term Training	\$ 1,617.00
B. Consumable Supplies	\$ 44,500.00
C. Occupancy Costs	\$ 26,780.00
D. Contract and Professional Services	\$ 9,215.00
E. Other - Miscellaneous	\$ 3,500.00
Total Operational Costs	\$ 85,612.00
III. Equipment	
A. Equipment Depreciation	\$ 14,465.00
B. Small Equipment Purchases	\$ 8,400.00
C. Leased and Rented Equipment	\$ 10,763.00
Total Equipment Costs	\$ 33,628.00
Sub- Total of All Costs	\$ 229,990.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 229,990.00

Budget Computation

Total Operating Expenses	\$ 229,990.00
Divided by Total Operating Units	100,000.00
= Unit Rate	\$ 2.30

Unit Rate	\$ 2.30
X number of units purchased	450,000.00
= Total Contract Amount	\$ 1,034,955.00

Unit = 1 mile

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Liability Insurance	\$ 1,670.00
Vehicle Insurance	\$ 6,545.00
Employee Testing & Screenings	\$ 1,000.00
Total Contract & Services Costs	\$ 9,215.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Licensure	\$ 500.00
Vehicle Repair & Maintenance	\$ 3,000.00
Total Miscellaneous Costs	\$ 3,500.00

III. B. Small Equipment Purchases (Equipment costing under \$25,000)

Item	Quantity	Amount
Transit Bus	2	\$ 8,400.00
Total Small Equipment Purchases		\$ 8,400.00

III. C. Leased and Rented Equipment

Item	Quantity	Amount
Total Leased and Rented Equipment		\$ -

IV. Other Program Resources

Source	Amount
	\$ -
Total Other Resources	\$ -



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Richmond Transportation, LLC**
Date: **9/16/2021 3:13:30 PM**

This search produced the following list of **19** possible matches:

Name/Organization	Address
African Refugee Educational and Cultural Services	3800 Sullivant Avenue
Aldrich, Thomas	185 N. Chestnut St.
Clarich, David	1178 E. Aurora Road
Frick, David	
Friedrich, Cindy	1/2 104 Wood Street
Helping Africans in a New Direction	6084 Busch Blvd. #4
Horn of Africa	4174 Christy Bloom Drive
Lariccia, Robert	2961 Ridgeline Trail
Liberty Local School District	4115 Shady Road
Price, Jennifer	3156 Josephine St. NW
Price, Scott	16098 #25 State Route 235
Rice, John	
Richey, Nelda	522 Laura Dr.
Ricketts, Mark	335 Willow Road
Roderick, Benjamin	3319 Market Street
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Development Agency/Americom	4312 Westport Road
Strickler, Ryan	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

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

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

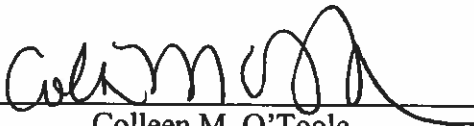
If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Richmond Transportation** for a **Health Related Transportation Contract for FY 2022**.

Approved as to Legal Form Only:

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

Date: 9/25/2021

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

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$125,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Richmond Transportation**.



David Thomas
Ashtabula County Auditor

Date: 9/22/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Contract # 22-3009-ERT

This contract made and entered into on the 1st day of October 2021 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, 2021 through September 30, 2022 inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:
\$ 30,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **OWF, SNAP ET/ABAWD, SNAP ET, LEAP, PRC**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use

transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers

for multiple passenger trips.

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

20. **Incident and Accident Reports:** Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.
21. **On Time Performance:** The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure:** Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication:** Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e. two-way radio, cellular phone.
24. **Financial Records:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 23 of this contract.
25. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records:** All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.
27. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights:** ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives

and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

29. **Indemnity and Insurance:**

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

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

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

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

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

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


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

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

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

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


SIGNATURES:



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

9/15/21

Date



Sunset Transportation & Rentals, LLC

9/15/21


Date





9-28-21

Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: Summit Transportation & Transit, Inc.
ADDRESS: 4519 East Main Rd Geneva
PHONE: 440-855-5314 FAX: ---
SERVICE SITE (if different than above): Highway 101 East
ADDRESS: Geneva OH 44041
PHONE: 440-301-4013 / 440-855-5314 FAX: ---
FEDERAL TAX I.D. NUMBER: 83-0774396
EXECUTIVE DIRECTOR/DIRECTOR: David McCreath
PROGRAM COORDINATOR: Ally Brite EMAIL: alloy@summittransit.com
FISCAL CONTACT: Ally Brite EMAIL: alloy@summittransit.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 McCreath SIGNATURE: [Signature]
(Note: original signature must be in blue ink)
TITLE: President DATE: 7/8/2021

**Sunset Transportation & Rentals LLC.
Employment Related & Health Related Transportation
RFP #4-21**

**Section 3
Program Planning and Development**

A. Program Description

Sunset Transportation and Rentals LLC (Sunset Transportation) has been committed to providing private transportation, tours, and shuttle services to residents of Ashtabula County and surrounding areas since 2013. It is a top priority that Sunset Transportation's program planning and development meets all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Sunset Transportation operates the business in compliance with all applicable federal, state and local laws, and complies with: non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of all individuals and in the provisions of services. Sunset Transportation complies with all federal, state and local laws, rules, and executive orders and other legal requirements as they apply to transportation.

Sunset Transportation is committed to providing transportation to those who are pre-approved by ACJFS with safe, timely and well-mannered service. It is our priority to make sure all customers are treated with respect and equality. Sunset Transportation does not discriminate on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation or military status, in any of its operations. Sunset Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. Sunset Transportation takes responsibility to be aware of and maintain all required license and certifications necessary to provide service to pre-approved customers of ACJFS eligible programs. All utilized vehicles have insurance in compliance with Ohio's financial liability law requirement. A copy of the certificate of insurance and vehicle registration is maintained in each vehicle. All vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the Ohio Revised Code for motor vehicles.

All drivers that are employed and/or contracted with Sunset Transportation have a valid Ohio motor vehicle operator's license, and a license appropriate to each vehicle when necessary. Drivers have at least two years of driving experience and an annual OBMV check is performed on each driver. Criminal background checks on all drivers are performed in accordance with section 109.572 of the Ohio Revised Code, as well as initial, post incident/accident and random drug screens. Drivers take responsibility to physically inspect all vehicles before and after each trip and they are trained on how to do so upon hire. Upon hire, drivers are trained on basic maneuverability, passenger assistance, how to report and document incidents or complaints, and how to document and submit daily trip reports. As part of initial training, all drivers are CPR & First Aid certified and have successfully completed the Passenger Assistance Course. Sunset Transportation ensures all drivers are trained and knowledgeable in hands-on transfer techniques

prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer assistance to participant, proper assistance techniques. Each operator is trained and skill tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting and wheelchair-bound participant. Drivers are trained on how to conduct a wheelchair lift inspection and this is required, and documented, on a daily basis. All drivers wear a name badge with photo ID for security. Other applicable trainings are provided to employees as necessary.

Sunset Transportation is proposing to provide up to 250,000 miles of transportation service, at a rate of \$2.23 per mile, to eligible participants through ACJFS health and employment related transportation programs. *This rate is negotiable with the opportunity for an expanded territory within the county.* 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 drivers. Sunset Transportation will also employ a Program Assistant to assist with the dispatch of calls and to directly assist the Managers. 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 all 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 eight 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 second 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 Manager 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 \$2.23. 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 \$2.23. A round trip ride is calculated from base, to client location, then to

destination, then returns the passenger to their home, and back to base. A wait time of \$.50 a minute will be charged (first 5 minutes are free, and the wait time will not exceed 480 minutes). If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.

- c. Multiple passenger trips will be provided if/when appointment times and similar destinations are being requested on the same day. Miles calculated for a shared trip will be split between all passengers. We will divide the total trip charge by the total number of passengers and charge the same amount of miles for each passenger, at the agreed upon rate.
- d. Sunset Transportation has (5) 14 passenger vehicles, 2 of which have a wheel chair lift, (4) 6 passenger vehicles, and (2) 10 passenger vehicle, one of which has a wheel chair lift.
- e. We will plan our reservations and routes accordingly so that all passengers arrive at their destination on time, and without unreasonable time added to their trip. Upon taking the reservation, our transportation team will identify opportunities to ride share based on destination and appointment times. It will always be expressed to the passenger that they could be a part of a ride share and we will plan their trip to include a time "buffer" for this.
- f. All trips are monitored throughout the day and will be scheduled so passengers do not wait more than fifteen minutes from the stated pick-up or delivery time.
- g. Drivers are required to notify Sunset Transportation immediately of known pick up delays that will exceed beyond 15 minutes of the scheduled pick up time. While Sunset Transportation expects drivers to be on time, there may be an unforeseen circumstance that occurs beyond the control of the driver. When the delay of a scheduled pick up time is reported to Sunset Transportation, all attempts will be made to notify the member. Routine Reservations require a 2 business day notice but last minute requests will be honored if the schedule allows it. If a change in schedule is needed, the passenger must call as soon as possible so the transportation team can make scheduling arrangements. If changes cannot be made, the passenger will be notified and referred back to the appropriate party (ACJFS). Sunset Transportation requires a 2-hour notice to cancel an existing reservation. If a 2-hour notice cannot be provided, we ask the passenger to please cancel as soon as possible. If a driver arrives for a scheduled pickup, and the member did not cancel the reservation in advance, a no show complaint against the member may be documented.
- h. As our transportation schedules are constantly monitored throughout the day with communication to all drivers, we assure that 90% of shared ride trips will take no more than 30 minutes more than the time required to accomplish the trip as a non-shared ride.

- i. All incidents, accidents or complaints will be reported to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury will be reported immediately.

C. Geographic Service Area

Sunset Transportation will provide transportation both within and outside of Ashtabula County. When taking reservations for trip outside of the county, our transportation team will assure that the schedule allows for the trip time as well as any wait time that is necessary.

D. Organizational Structure:

Sunset Transportation & Rentals LLC was originally started in 2013 as Sunset Taxi LLC. The LLC was changed in 2018 as the company began partnering with several community vendors and events to provide public shuttle transportation services. The main sources of financial support it through these community contracts. ***Organizational chart attached.**

E. Applicant/Staff Qualifications:

President: David McGrath is the President/Owner of Sunset Transportation and is currently responsible for public relations & hiring employees. David has a Public Relations Degree and has 15+ years of public safety and transportation experience. He has also owned and operated several successful local businesses.

NEMT Program Manager: Our NEMT Program Manager for Sunset Transportation and is currently responsible for assisting the president with any administrative tasks associated with the company, as well as scheduling drivers for services, data collection, invoicing & reporting, accounts payable, and managing staff. Our NEMT 5+ years of administrative experience and 8+ years of experience in non-profit program coordination and management. During the past year and a half our NEMT Program Manager has successfully run our entire NEMT program to meet all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Upon award, the NEMT Program Manager will continue to be responsible for all transportation program management including but not limited to: invoicing, accounts payable, data collection and reporting, HR related tasks, budget recording and evaluation, client record keeping, and passenger communication. Based on future trip volume, Sunset Transportation will hire a part time Program Assistant to communicate with passengers/drivers and to assist our Program Manager 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, as well as vehicle maintenance and records.

Drivers: Drivers are responsible for trip recording, daily vehicle inspections, as well as providing safe and reliable transportation to all passengers. Drivers are over the age of 24 and have at least 2 years of transportation experience. Sunset Transportation employs several full-time drivers to help carry out the transportation contract with ACJFS. More part time contracted drivers will be hired if the need arises or when we add to our fleet of vehicles.

***Job descriptions attached.**

D. Organizational Struture

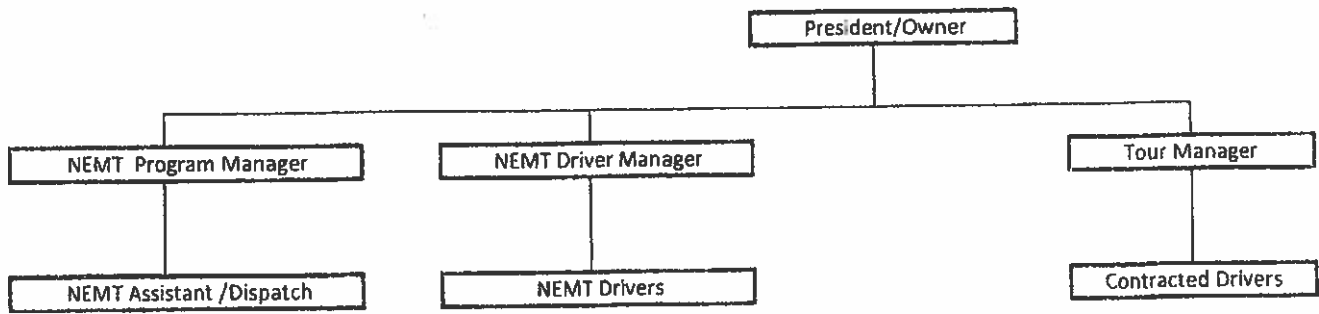


Exhibit II

(Fee Schedule/Budget)

**Sunset Transportation
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 2.23	Unit Rate of \$2.23 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	\$ 2.23	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home and return to our lot, and returns to the Base Lot.
Wait Time	\$ 0.50	Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.50 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.

Please note: These rates are negotiable between Sunset and ACJFS based on the opportunity for expanded territory within the county.

**Applicant Budget
Summary**

Applicant: Sunset Transportation and Rentals LLC	
Date From: October 1, 2021	To: September 30, 2022

	Amount
I. Staff	
A. Salaries	\$ 191,000.00
B. Payroll-Related Expenses	\$ 22,100.00
Total Staff Costs	\$ 213,100.00
II. Operations	
A. Travel and Short-Term Training	\$ 500.00
B. Consumable Supplies	\$ 45,800.00
C. Occupancy Costs	\$ 10,670.00
D. Contract and Professional Services	\$ 79,200.00
E. Other - Miscellaneous	\$ 10,700.00
Total Operational Costs	\$ 146,870.00
III. Equipment	
A. Equipment Depreciation	\$ 39,200.00
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ 39,200.00
Sub- Total of All Costs	\$ 399,170.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 399,170.00

Budget Computation

Total Operating Expenses	\$ 399,170.00
Divided by Total Operating Units	179,000.00
= Unit Rate	2.23
Unit Rate	\$ 2.23
X number of units purchased	250,000.00
= Total Contract Amount	\$ 557,500.00

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$ -	
Short-Term, Training	\$ 500.00
Total Travel and Short-Term Training	\$ 500.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 1,200.00
Cleaning Supplies	\$ 4,600.00
Other (identify) FUEL	\$ 40,000.00
Other (identify)	
Total Consumable Supplies	\$ 45,800.00

II. C. Occupancy Costs

	Amount
Rent	
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	\$ 6,900.00
Maintenance and Repairs	
Utilities (if not included in rent) must be itemized	
Heat	
Electric	\$ 1,500.00
Water	\$ 470.00
Telephone	
Sewer	
Other (identify) Phone/Internet	\$ 1,800.00
Other (identify)	
Total Occupancy Costs	\$ 10,670.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Drivers	\$ 45,000.00
Insurance	\$ 30,000.00
Accountant	\$ 2,400.00
Schedule Software	\$ 1,800.00
Total Contract & Services Costs	\$ 79,200.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Permits/Licenses	\$ 500.00
Employee Screenings	\$ 1,200.00
Repairs/Service	\$ 8,000.00
Inspections	\$ 1,000.00
Total Miscellaneous Costs	\$ 10,700.00



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Sunset Transportation & Rentals, LLC**
Date: **9/16/2021 3:15:42 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

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

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


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

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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Sunset Transportation & Rentals, LLC.** for an **Employment Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 

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

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$7,500.00**, and free from any previous encumbrances.

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



David Thomas
Ashtabula County Auditor

Date: 9/22/21

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE PROGRAMS

Sub-Grant Agreement # 22-3010-HRT

This contract made and entered into on the 1st day of October 2021 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 XX 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, 2021 through September 30, 2022 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 II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS).** Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case by case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have

priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge “no show” fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 23, Responsibility for Audit Exceptions.
11. **Invoice Format:** Provider’s invoice will consist of:
 - (1) A one-page summary invoice signed by an authorized representative and will include:
 - Contract number
 - Service month and year
 - Provider’s name, address, telephone number and billing contact person’s name
 - Total amount invoiced for the month
 - (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
 - ACJFS program to be charged
 - Date of trip
 - Client last name
 - Client first name
 - Client pickup address
 - Client destination address
 - Stop(s) address(es)
 - PCA (personal care assistant) name(s) or indication if person is a PCA
 - Total trip mileage
 - Mileage rate
 - Number of one-way trips per passenger
 - Wait start & stop times
 - Total wait minutes being charged
 - Wait time rate
 - Indication if trip is a lift
 - Total trip charge
 - Indication of whether trip was shared with other ACJFS client (to split cost of trip)
 - Driver’s name
 - Report no-shows and cancellations as that could affect the eligibility of the client.
12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.

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

reasonably possible in cases of ACJFS passenger injury or death.

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

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

29. **Indemnity and Insurance:**

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

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

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

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

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

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

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

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

35. **Equal Employment Opportunity:** The Provider will comply with Executive Order 11246, entitled

Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

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

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

SIGNATURES:



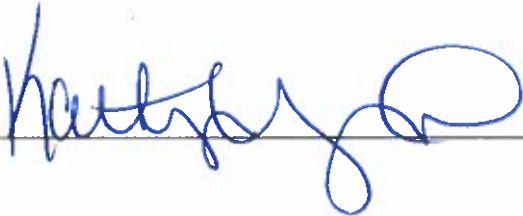
Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

9/15/21
Date



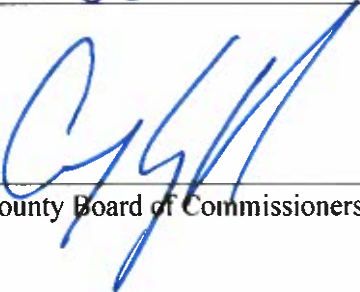
Sunset Transportation

9/15/21
Date





9-28-21
Date



Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION**

AGENCY / ORGANIZATION NAME: SUMMIT TRANSPORTATION - FORT LAUDERDALE
ADDRESS: 4514 FORT LAUDERDALE BL CLEVELAND
PHONE: 440-855-5314 FAX: ---
SERVICE SITE (if different than above): 41401000 101 FORT
ADDRESS: CLEVELAND OH 44141
PHONE: 440-361-4013 / 440-855-5314 FAX: ---
FEDERAL TAX I.D. NUMBER: 83-0794396
EXECUTIVE DIRECTOR/DIRECTOR: DAVID MCCRAITH
PROGRAM COORDINATOR: AMY BRICE EMAIL: amy@summittrans.com
FISCAL CONTACT: AMY BRICE EMAIL: amy@summittrans.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 McCraith SIGNATURE: [Handwritten Signature]
(Note: original signature must be in blue ink)
TITLE: President DATE: 7/8/2021

**Sunset Transportation & Rentals LLC.
Employment Related & Health Related Transportation
RFP #4-21**

**Section 3
Program Planning and Development**

A. Program Description

Sunset Transportation and Rentals LLC (Sunset Transportation) has been committed to providing private transportation, tours, and shuttle services to residents of Ashtabula County and surrounding areas since 2013. It is a top priority that Sunset Transportation's program planning and development meets all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Sunset Transportation operates the business in compliance with all applicable federal, state and local laws, and complies with: non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of all individuals and in the provisions of services. Sunset Transportation complies with all federal, state and local laws, rules, and executive orders and other legal requirements as they apply to transportation.

Sunset Transportation is committed to providing transportation to those who are pre-approved by ACJFS with safe, timely and well-mannered service. It is our priority to make sure all customers are treated with respect and equality. Sunset Transportation does not discriminate on the basis of race, color, religion, gender, age, national origin, disability, marital status, sexual orientation or military status, in any of its operations. Sunset Transportation complies with the Equal Employment Opportunity Affirmative Action plan, as well as the Drug Free Workplace Act. Sunset Transportation takes responsibility to be aware of and maintain all required license and certifications necessary to provide service to pre-approved customers of ACJFS eligible programs. All utilized vehicles have insurance in compliance with Ohio's financial liability law requirement. A copy of the certificate of insurance and vehicle registration is maintained in each vehicle. All vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the Ohio Revised Code for motor vehicles.

All drivers that are employed and/or contracted with Sunset Transportation have a valid Ohio motor vehicle operator's license, and a license appropriate to each vehicle when necessary. Drivers have at least two years of driving experience and an annual OBMV check is performed on each driver. Criminal background checks on all drivers are performed in accordance with section 109.572 of the Ohio Revised Code, as well as initial, post incident/accident and random drug screens. Drivers take responsibility to physically inspect all vehicles before and after each trip and they are trained on how to do so upon hire. Upon hire, drivers are trained on basic maneuverability, passenger assistance, how to report and document incidents or complaints, and how to document and submit daily trip reports. As part of initial training, all drivers are CPR & First Aid certified and have successfully completed the Passenger Assistance Course. Sunset Transportation ensures all drivers are trained and knowledgeable in hands-on transfer techniques

prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer assistance to participant, proper assistance techniques. Each operator is trained and skill tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting and wheelchair-bound participant. Drivers are trained on how to conduct a wheelchair lift inspection and this is required, and documented, on a daily basis. All drivers wear a name badge with photo ID for security. Other applicable trainings are provided to employees as necessary.

Sunset Transportation is proposing to provide up to 250,000 miles of transportation service, at a rate of \$2.23 per mile, to eligible participants through ACJFS health and employment related transportation programs. *This rate is negotiable with the opportunity for an expanded territory within the county.* 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 drivers. Sunset Transportation will also employ a Program Assistant to assist with the dispatch of calls and to directly assist the Managers. 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 all 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 eight 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 second 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 Manager 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 \$2.23. 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 \$2.23. A round trip ride is calculated from base, to client location, then to

destination, then returns the passenger to their home, and back to base. A wait time of \$.50 a minute will be charged (first 5 minutes are free, and the wait time will not exceed 480 minutes). If a ride is shared, the wait time will start when the last person in the trip is dropped off and will end when the last passenger is picked up to return to Geneva. This charge is per trip not per passenger.

- c. Multiple passenger trips will be provided if/when appointment times and similar destinations are being requested on the same day. Miles calculated for a shared trip will be split between all passengers. We will divide the total trip charge by the total number of passengers and charge the same amount of miles for each passenger, at the agreed upon rate.
- d. Sunset Transportation has (5) 14 passenger vehicles, 2 of which have a wheel chair lift, (4) 6 passenger vehicles, and (2) 10 passenger vehicle, one of which has a wheel chair lift.
- e. We will plan our reservations and routes accordingly so that all passengers arrive at their destination on time, and without unreasonable time added to their trip. Upon taking the reservation, our transportation team will identify opportunities to ride share based on destination and appointment times. It will always be expressed to the passenger that they could be a part of a ride share and we will plan their trip to include a time "buffer" for this.
- f. All trips are monitored throughout the day and will be scheduled so passengers do not wait more than fifteen minutes from the stated pick-up or delivery time.
- g. Drivers are required to notify Sunset Transportation immediately of known pick up delays that will exceed beyond 15 minutes of the scheduled pick up time. While Sunset Transportation expects drivers to be on time, there may be an unforeseen circumstance that occurs beyond the control of the driver. When the delay of a scheduled pick up time is reported to Sunset Transportation, all attempts will be made to notify the member. Routine Reservations require a 2 business day notice but last minute requests will be honored if the schedule allows it. If a change in schedule is needed, the passenger must call as soon as possible so the transportation team can make scheduling arrangements. If changes cannot be made, the passenger will be notified and referred back to the appropriate party (ACJFS). Sunset Transportation requires a 2-hour notice to cancel an existing reservation. If a 2-hour notice cannot be provided, we ask the passenger to please cancel as soon as possible. If a driver arrives for a scheduled pickup, and the member did not cancel the reservation in advance, a no show complaint against the member may be documented.
- h. As our transportation schedules are constantly monitored throughout the day with communication to all drivers, we assure that 90% of shared ride trips will take no more than 30 minutes more than the time required to accomplish the trip as a non-shared ride.

- i. All incidents, accidents or complaints will be reported to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury will be reported immediately.

C. Geographic Service Area

Sunset Transportation will provide transportation both within and outside of Ashtabula County. When taking reservations for trip outside of the county, our transportation team will assure that the schedule allows for the trip time as well as any wait time that is necessary.

D. Organizational Structure:

Sunset Transportation & Rentals LLC was originally started in 2013 as Sunset Taxi LLC. The LLC was changed in 2018 as the company began partnering with several community vendors and events to provide public shuttle transportation services. The main sources of financial support it through these community contracts. ***Organizational chart attached.**

E. Applicant/Staff Qualifications:

President: David McGrath is the President/Owner of Sunset Transportation and is currently responsible for public relations & hiring employees. David has a Public Relations Degree and has 15+ years of public safety and transportation experience. He has also owned and operated several successful local businesses.

NEMT Program Manager: Our NEMT Program Manager for Sunset Transportation and is currently responsible for assisting the president with any administrative tasks associated with the company, as well as scheduling drivers for services, data collection, invoicing & reporting, accounts payable, and managing staff. Our NEMT 5+ years of administrative experience and 8+ years of experience in non-profit program coordination and management. During the past year and a half our NEMT Program Manager has successfully run our entire NEMT program to meet all the requirements requested by Ashtabula County Job & Family Services' (ACJFS) commitment to providing health and employment related transportation services. Upon award, the NEMT Program Manager will continue to be responsible for all transportation program management including but not limited to: invoicing, accounts payable, data collection and reporting, HR related tasks, budget recording and evaluation, client record keeping, and passenger communication. Based on future trip volume, Sunset Transportation will hire a part time Program Assistant to communicate with passengers/drivers and to assist our Program Manager 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, as well as vehicle maintenance and records.

Drivers: Drivers are responsible for trip recording, daily vehicle inspections, as well as providing safe and reliable transportation to all passengers. Drivers are over the age of 24 and have at least 2 years of transportation experience. Sunset Transportation employs several full-time drivers to help carry out the transportation contract with ACJFS. More part time contracted drivers will be hired if the need arises or when we add to our fleet of vehicles.

***Job descriptions attached.**

D. Organizational Structure

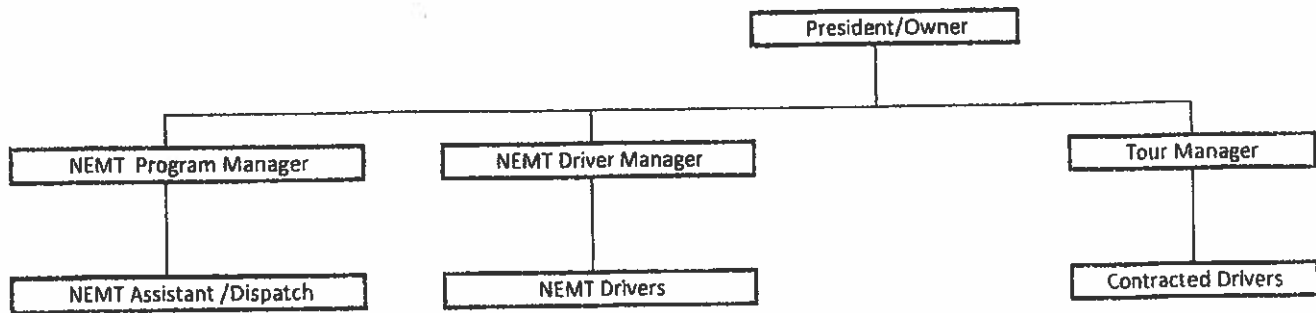


Exhibit II

(Fee Schedule/Budget)

**Sunset Transportation
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile	\$ 2.23	Unit Rate of \$2.23 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	\$ 2.23	A round trip begins at Base Lot, picks up passenger, takes the passenger to their destination, returns the passenger to their home and return to our lot, and returns to the Base Lot.
Wait Time	\$ 0.50	Wait time will be calculated as follows: The first 5 minutes are free and each minute thereafter will be \$0.50 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.

Please note: These rates are negotiable between Sunset and ACJFS based on the opportunity for expanded territory within the county.

**Applicant Budget
Summary**

Applicant: Sunset Transportation and Rentals LLC	
Date From: October 1, 2021	To: September 30, 2022

	Amount
I. Staff	
A. Salaries	\$ 191,000.00
B. Payroll-Related Expenses	\$ 22,100.00
Total Staff Costs	\$ 213,100.00
II. Operations	
A. Travel and Short-Term Training	\$ 500.00
B. Consumable Supplies	\$ 45,800.00
C. Occupancy Costs	\$ 10,670.00
D. Contract and Professional Services	\$ 79,200.00
E. Other - Miscellaneous	\$ 10,700.00
Total Operational Costs	\$ 146,870.00
III. Equipment	
A. Equipment Depreciation	\$ 39,200.00
B. Small Equipment Purchases	\$ -
C. Leased and Rented Equipment	\$ -
Total Equipment Costs	\$ 39,200.00
Sub- Total of All Costs	\$ 399,170.00
IV. Minus Other Program Resources	\$ -
Total Program Costs	\$ 399,170.00

Budget Computation

Total Operating Expenses	\$ 399,170.00
Divided by Total Operating Units	179,000.00
= Unit Rate	2.23

Unit Rate	\$ 2.23
X number of units purchased	250,000.00
= Total Contract Amount	\$ 557,500.00

Unit = Example: 1 meal, 1 hour

II. A. Travel and Short-Term Training

	Amount
Mileage Reimbursement rate per mile: \$ -	
Short-Term, Training	\$ 500.00
Total Travel and Short-Term Training	\$ 500.00

II. B. Consumable Supplies

Type	Amount
Office Supplies	\$ 1,200.00
Cleaning Supplies	\$ 4,600.00
Other (<i>identify</i>) FUEL	\$ 40,000.00
Other (<i>identify</i>)	
Total Consumable Supplies	\$ 45,800.00

II. C. Occupancy Costs

	Amount
Rent	
Usage allowance/depreciation @ rate of original acquisition cost of Program Square Footage divided by Provider Square Footage	\$ 6,900.00
Maintenance and Repairs	
Utilities (if not included in rent) must be itemized	
Heat	
Electric	\$ 1,500.00
Water	\$ 470.00
Telephone	
Sewer	
Other (<i>identify</i>) Phone/Internet	\$ 1,800.00
Other (<i>identify</i>)	
Total Occupancy Costs	\$ 10,670.00

II. D. Contract & Professional Services - Consulting, System Support, etc.

Identify Each Contract of Service	Amount
Drivers	\$ 45,000.00
Insurance	\$ 30,000.00
Accountant	\$ 2,400.00
Schedule Software	\$ 1,800.00
Total Contract & Services Costs	\$ 79,200.00

II. E. Other-Miscellaneous

Identify Miscellaneous Expenses	Amount
Permits/Licenses	\$ 500.00
Employee Screenings	\$ 1,200.00
Repairs/Service	\$ 8,000.00
Inspections	\$ 1,000.00
Total Miscellaneous Costs	\$ 10,700.00



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

Auditor of State - Unresolved Findings for Recovery Certified Search

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

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

Contractor's Information:

Name: ,
Organization: **Sunset Transportation & Rentals,LLC**
Date: **9/16/2021 3:15:42 PM**

This search produced the following list of **0** possible matches:

Name/Organization	Address
-------------------	---------

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

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


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

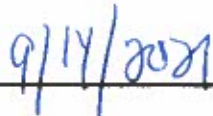
Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or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

Signature Page

Re: An agreement between Ashtabula County Job & Family Services and **Sunset Transportation & Rentals, LLC.** for a **Health Related Transportation Contract for FY 2022.**

Approved as to Legal Form Only:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

Date: 

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

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$125,000.00**, and free from any previous encumbrances.

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



David Thomas
Ashtabula County Auditor

Date: 9/22/21