BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 01/18/2012 Division: Community Services

Bulk Item: Yes X No ___ Department: Social Services/Transportation

Staff Contact /Phone #: Sheryl Graham x4510

AGENDA ITEM WORDING: Approval of a contract between Monroe County and the Community Transportation Coordinator/Guidance/Care Center, Inc. for a contract period of 01/01/2012 through 06/30/2012.

ITEM BACKGROUND: The contract is funded by the State Commission for the Transportation Disadvantaged allowing Monroe County Transit to be paid for providing contracted transit service to Monroe County's transportation disadvantaged.

PREVIOUS RELEVANT BOCC ACTION: Contract approved 12/15/2010

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $0 **INDIRECT COST:** _____ **BUDGETED:** Yes x No ___

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $0 **SOURCE OF FUNDS:** N/A

REVENUE PRODUCING: Yes x No _____ **AMOUNT PER MONTH** unknown
Year unknown

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: CTC

Contract #

Effective Date: 01/01/12

Expiration Date: 06/30/12

Contract Purpose/Description:
The agreement is funded by the State of Florida Commission for the Transportation Disadvantaged paying for the services when contracted and provided by Monroe County Transit to Monroe County's transportation disadvantaged population segment.

Contract Manager: Sheryl Graham (Name) 4510 (Ext.) Social Services/Stop#1 (Department/Stop #)

for BOCC meeting on 01/19/12 Agenda Deadline: 01/03/12

CONTRACT COSTS

Total Dollar Value of Contract: $ 0 Current Year Portion: $ 0

Budgeted? Yes ☒ No ☐ Account Codes: ____-____-____-____-____

Grant: $ 0

County Match: $ 0

ADDITIONAL COSTS

Estimated Ongoing Costs: $ 0 /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	1/3/12	Yes ☐ No ☐		1/3/12
Risk Management	1-3-12	Yes ☐ No ☑		1-3-12
O.M.B./Purchasing	1-3-12	Yes ☐ No ☑		1/3/12
County Attorney	12/30/11	Yes ☐ No ☒		1/3/12

Comments:

OMB Form Revised 2/27/01 MCP #2

Effective: 01/01/12 to 06/30/12

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

STANDARD COORDINATION/OPERATOR CONTRACT

THIS CONTRACT is entered into between the **COMMUNITY TRANSPORTATION COORDINATOR, GUIDANCE/CARE CENTER, INC.**, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of MONROE County, and hereinafter referred to as the "Coordinator" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective **January 1, 2012**, and will continue through **June 30, 2012**.

WHEREAS, the Coordinator is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into contract with a transportation Agency/Operator to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Agency/Operator for the residents of the service area who are clients of the Agency/Operator; and

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the Agency/Operator, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current Community Transportation Coordinator policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

THE AGENCY/OPERATOR SHALL:

A. Provide services and vehicles according to the conditions specified in Attachment I.

B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I. This

contract currently excludes the coordination of Medicaid trips. A separate Medicaid transportation contract will be negotiated.

C. Every three (3) months, submit to the Coordinator a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The reported data will include information regarding all transportation provided by the Agency/Operator (including but not limited to CTC, Medicaid...) The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.

D. Comply with audit and record keeping requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies/Operators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.

3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five- (5) years, the records shall be retained until resolution of the audit findings. The Agency/Operator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.

F. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board;

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;

3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.

G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $100,000 for any one person and $200,000 per occurrence at all times during the existence of this Contract. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract or proof of a self-insurance program operated by the Agency/Operator. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S.

H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency/Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator. Agency/Operator shall also assure compliance with:

   a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

   b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

   c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

   d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

f. All regulations, guidelines, and standards lawfully adopted under the above statutes.

g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, subgrantees, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency/Operator agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

J. The Agency/Operator, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the Agency/Operator or Coordinator, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

K Comply with all standards and performance requirements of the:

1. The Commission for the Transportation Disadvantaged [Attachment II];

2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;

3. Any entities that purchase service.

Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

L. Provide Corrective Action. A corrective action notice is a written notice to the Agency/Operator that the Agency/Operator is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Agency/Operator agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.

M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.

N. Return to the Coordinator any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency/Operator by the Coordinator. The Agency/Operator shall return any overpayment within thirty (30) calendar days after either discovery by the Agency/Operator, or notification of the Agency/Operator by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency/Operator by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.

O. In performing this Contract, the Agency/Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency/Operator shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency/Operator shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

P. By execution of this Contract, the Agency/Operator represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Funds disbursed to the Agency/Operator under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.

B. Insure that entities with transportation disadvantaged funds will purchase Transportation Disadvantaged services through the coordinated system.

C. At a minimum, annually monitor the Agency/Operator for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Contract is held invalid; the remainder of this Contract shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination due to Lack of Designation - In the event that the Coordinator so designated by the local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.

5. Termination for Breach - Unless the Agency/Operator's breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency/Operator, terminate this Contract upon no less than twenty-four (24) hours notice. Notice shall be delivered by certified mail, return receipt requested, or in

person with proof of delivery. Waiver by the Coordinator of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.

6. Upon receipt of a notice of termination of this Contract for any reason, the Agency/Operator shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.

7. The Coordinator shall pay all bills within 7 days to the Agency/Operator after receipt of said payment by the CTD. Nonpayment to the Agency/Operator shall be a breach for which Agency/Operator may give 24-hour notice of termination of the contract.

D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.

E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.

F. This Contract is the entire agreement between the parties.

G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.

H. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

Maureen Grynewicz
Guidance/Care Center, Inc.
3000 41st Street, Ocean
Marathon, FL 33050

The representative/position of the Agency/Operator responsible for administration of the program under this contract is:

Administrator, Transportation
Monroe County Transportation
1100 Simonton Street
Key West, Florida 33040

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its attachments contain all the terms and conditions agreed upon by the parties hereto.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

AGENCY/OPERATOR:	COMMUNITY TRANSPORTATION COORDINATOR
Monroe County Board of County Commissioners	Guidance/Care Center
[Agency/Operator Name]	[Coordinator Name]
	Maureen Grynewicz
Typed/Printed Name of Authorized Individual	Typed/Printed Name of Authorized Individual
Title Date	Director of Transportation 12/23/11
	Title Date
Signature	Maureen Grynewicz
	Signature

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 1/3/12

ATTACHMENT I
AGENCY/OPERATOR CONTRACT

SERVICE DESCRIPTION

1. **The Agency/Operator will be able to provide:** *(type of service)*
Ambulatory and wheelchair service, paratransit

2. **The Agency/Operator will be available to provide transportation** *(schedule)*

3. **Days Agency/Operator will not be able to provide services:**
Service will not be provided on Saturday and Sunday or County holidays

4. **Vehicles Agency/Operator will use to transport all passengers** *(fleet list- if list does not fit in this section, please attach a separate sheet – please also include number of seats and w/c capacity)*

5. **Vehicle/Equipment Standards**
Air Conditioning, first aid kit, fire extinguisher, warning triangles, 2 way radios

6. **Driver Requirements**
License type depended on FL DOT requirements, 3 year clean driving record, CPR & First Aid, HIV training, Physicals, Defensive Driving, Drug Screening *(see FAC 41-90 and requirements illustrated throughout contract)*

7. **Training**
Current CPR and First Aid certification, HIV/AIDS, Defensive Driving, Pre-employment and biennial driver physicals, ADA training *(see FAC 41-90 and requirements illustrated throughout contract)*

8. **Reporting Requirements**
Quarterly Operating Reports, documenting all trips provided, Annual Review (conducted by CTC)

9. **Agency/Operator fare structure**
$3.00 per one way trip, plus $1.28 per mile per one way trip.

Trips will be reimbursed on a priority of need basis. The priority structure will be as follows:
1st Priority - Medical *(Medical reasons include trips to treatment, the doctor, dentist, chiropractor, the hospital and to purchase prescriptions.)*
2nd Priority – School/Day Care
3rd Priority - Other *(Other includes transport for the purpose of conducting personal business. - i.e. shopping, going to the bank…)*

10. **Billing/Invoicing and Reimbursement procedure for Agency/Operator**
Monthly invoices, due by the 15th of the month

ATTACHMENT II

The Commission for the Transportation Disadvantaged
Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Operator/Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

(a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;

(b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;

(c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;

(d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely be stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices;

(e) Vehicle transfer points shall provide shelter, security and safety of passengers;

(f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the Local Coordinating Board;

(g) Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;

(h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;

(i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, except in instances where the Community Transportation Coordinator is a non-governmental entity;

(j) Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;

(k) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;

(l) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;

(m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;

(n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;

(o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner shall have two years to be in compliance after the adoption date of this section of the Rule;

(p) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and

(q) Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

From: Maureen Grynewicz [mailto:maureen.grynewicz@westcare.com]
Sent: Friday, December 30, 2011 9:53 AM
To: Graham-Sheryl
Subject: Transportation Contracts

Sheryl,

I forwarded 5 signed copies of the updated/renewal Coordination Contract between GCC and Monroe County. Please be sure that Attachment 1 be completed when sending back signed copy to me. This contract period is from 01/01/12 - 06/30/12 in order to realign with the CTC's contract with the CTD. I will be forwarding an amendment for our Medicaid transportation contract next week. This amendment also has dates reflecting 6 instead of 12 months to align with GCC's contract with the State.

If you have any questions, please feel free to contact me.

Thank you!

Mo

Maureen Grynewicz
Site Director, Upper Keys//
Transportation Director, Middle Keys
Guidance/Care Center
Phone:(305) 434-9000/ (305) 451-8018
Fax: (305) 434-9040/ (305) 451-8019

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MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: CTC

Contract #

Effective Date: 01-01-2011

Expiration Date: 12-31-2011

Contract Purpose/Description:
The agreement is funded by the State of Florida Commission for the Transportation Disadvantaged paying for the services when contracted and provided by Monroe County Transit to Monroe County's transportation disadvantaged population segment.

Contract Manager: Sheryl Graham (Name) 4510 (Ext.) Social Services/Stop #1 (Department/Stop #)

for BOCC meeting on 12/15/2010 Agenda Deadline: 11/30/10

CONTRACT COSTS

Total Dollar Value of Contract: $ 0 Current Year Portion: $ 0

Budgeted? Yes ☒ No ☐ Account Codes: ____-____-____-____-____

Grant: $ 0 ____-____-____-____-____

County Match: $ 0 ____-____-____-____-____

____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $ 0 /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11/29/10	Yes ☐ No ☒		11/30/10
Risk Management	11-29-10	Yes ☐ No ☑		11-29-10
O.M.B./Purchasing	11-29-10	Yes ☐ No ☑		11/29/10
County Attorney	11/24/10	Yes ☐ No ☒		11/24/10

PJL 11-29-10

Comments:

OMB Form Revised 2/27/01 MCP #2

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 12/15/2010 Division: Community Services

Bulk Item: Yes X No Department: Social Services/Transportation

Staff Contact /Phone #: Sheryl Graham x4510

AGENDA ITEM WORDING: Approval of a contract between Monroe County and the Community Transportation Coordinator/Guidance Clinic of the Middle Keys for a contract period of 01/01/2011 through 12/31/2011.

ITEM BACKGROUND: The contract is funded by the State Commission for the Transportation Disadvantaged allowing Monroe County Transit to be paid for providing contracted transit service to Monroe County's transportation disadvantaged,

PREVIOUS RELEVANT BOCC ACTION: Contract approved 1/20/2010

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $0 **INDIRECT COST:** _____ **BUDGETED:** Yes x No

DIFFERENTIAL OF LOCAL PREFERENCE: _____

COST TO COUNTY: $0 **SOURCE OF FUNDS:** N/A
REVENUE PRODUCING: Yes x No **AMOUNT PER MONTH** unknown
Year unknown

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 7/09

Effective: 01/01/11 to 12/31/11

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

STANDARD COORDINATION/OPERATOR CONTRACT

THIS CONTRACT is entered into between the **COMMUNITY TRANSPORTATION COORDINATOR, GUIDANCE/CARE CENTER, INC.**, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of MONROE County, and hereinafter referred to as the "Coordinator" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective **January 1, 2011**, and will continue through **December 31, 2011**.

WHEREAS, the Coordinator is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into contract with a transportation Agency/Operator to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Agency/Operator for the residents of the service area who are clients of the Agency/Operator; and

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the Agency/Operator, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current Community Transportation Coordinator policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

THE AGENCY/OPERATOR SHALL:

A. Provide services and vehicles according to the conditions specified in Attachment I.

B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I. This

contract currently excludes the coordination of Medicaid trips. A separate Medicaid transportation contract will be negotiated.

C. Every three (3) months, submit to the Coordinator a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The reported data will include information regarding all transportation provided by the Agency/Operator (including but not limited to CTC, Medicaid...) The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.

D. Comply with audit and record keeping requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies/Operators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.

3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five- (5) years, the records shall be retained until resolution of the audit findings. The Agency/Operator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.

F. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board;

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;

3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.

G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $100,000 for any one person and $200,000 per occurrence at all times during the existence of this Contract. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract or proof of a self-insurance program operated by the Agency/Operator. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S.

H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency/Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator. Agency/Operator shall also assure compliance with:

   a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

   b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

   c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

   d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

f. All regulations, guidelines, and standards lawfully adopted under the above statutes.

g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, subgrantees, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency/Operator agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

J. The Agency/Operator, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the Agency/Operator or Coordinator, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

K Comply with all standards and performance requirements of the:

1. The Commission for the Transportation Disadvantaged [Attachment II];

2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;

3. Any entities that purchase service.

Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

L. Provide Corrective Action. A corrective action notice is a written notice to the Agency/Operator that the Agency/Operator is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Agency/Operator agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.

M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.

N. Return to the Coordinator any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency/Operator by the Coordinator. The Agency/Operator shall return any overpayment within thirty (30) calendar days after either discovery by the Agency/Operator, or notification of the Agency/Operator by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency/Operator by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.

O. In performing this Contract, the Agency/Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency/Operator shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency/Operator shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

P. By execution of this Contract, the Agency/Operator represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Funds disbursed to the Agency/Operator under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.

B. Insure that entities with transportation disadvantaged funds will purchase Transportation Disadvantaged services through the coordinated system.

C. At a minimum, annually monitor the Agency/Operator for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Contract is held invalid; the remainder of this Contract shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination due to Lack of Designation - In the event that the Coordinator so designated by the local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.

5. Termination for Breach - Unless the Agency/Operator's breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency/Operator, terminate this Contract upon no less than twenty-four (24) hours notice. Notice shall be delivered by certified mail, return receipt requested, or in

person with proof of delivery. Waiver by the Coordinator of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.

6. Upon receipt of a notice of termination of this Contract for any reason, the Agency/Operator shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.

7. The Coordinator shall pay all bills within 7 days to the Agency/Operator after receipt of said payment by the CTD. Nonpayment to the Agency/Operator shall be a breach for which Agency/Operator may give 24-hour notice of termination of the contract.

D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.

E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.

F. This Contract is the entire agreement between the parties.

G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.

H. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

Maureen Grynewicz
Guidance/Care Center, Inc.
3000 41st Street, Ocean
Marathon, FL 33050

The representative/position of the Agency/Operator responsible for administration of the program under this contract is:

Administrator, Transportation
Monroe County Transportation
1100 Simonton Street
Key West, Florida 33040

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its attachments contain all the terms and conditions agreed upon by the parties hereto.

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

AGENCY/OPERATOR:	COMMUNITY TRANSPORTATION COORDINATOR
Monroe County Board of County Commissioners [Agency/Operator Name]	Guidance/Care Center [Coordinator Name]
Heather Carruthers Typed/Printed Name of Authorized Individual	Maureen Grynewicz Typed/Printed Name of Authorized Individual
Mayro Title	12/15/2010 Date
Signature	
Transportation Director Title	11/23/10 Date
Signature	

SEAL
ATTEST: DANNY L. KOLHAGE CLERK
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 11/24/10

ATTACHMENT I
AGENCY/OPERATOR CONTRACT

SERVICE DESCRIPTION

1. **The Agency/Operator will be able to provide:** *(type of service)*
Ambulatory and wheelchair service, paratransit

2. **The Agency/Operator will be available to provide transportation** *(schedule)*

3. **Days Agency/Operator will not be able to provide services:**
Service will not be provided on Saturday and Sunday or County holidays

4. **Vehicles Agency/Operator will use to transport all passengers***(fleet list- if list does not fit in this section, please attach a separate sheet – please also include number of seats and w/c capacity)*

5. **Vehicle/Equipment Standards**
Air Conditioning, first aid kit, fire extinguisher, warning triangles, 2 way radios

6. **Driver Requirements**
License type depended on FL DOT requirements, 3 year clean driving record, CPR & First Aid, HIV training, Physicals, Defensive Driving, Drug Screening *(see FAC 41-90 and requirements illustrated throughout contract)*

7. **Training**
Current CPR and First Aid certification, HIV/AIDS, Defensive Driving, Pre-employment and biennial driver physicals, ADA training *(see FAC 41-90 and requirements illustrated throughout contract)*

8. **Reporting Requirements**
Quarterly Operating Reports, documenting all trips provided, Annual Review (conducted by CTC)

9. **Agency/Operator fare structure**
$3.00 per one way trip, plus $1.28 per mile per one way trip.

Trips will be reimbursed on a priority of need basis. The priority structure will be as follows:
1st Priority - Medical *(Medical reasons include trips to treatment, the doctor, dentist, chiropractor, the hospital and to purchase prescriptions.)*
2nd Priority – School/Day Care
3rd Priority - Other *(Other includes transport for the purpose of conducting personal business. - i.e. shopping, going to the bank…)*

10. **Billing/Invoicing and Reimbursement procedure for Agency/Operator**
Monthly invoices, due by the 15th of the month

ATTACHMENT II

The Commission for the Transportation Disadvantaged
Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Operator/Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

(a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;

(b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;

(c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;

(d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely be stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices;

(e) Vehicle transfer points shall provide shelter, security and safety of passengers;

(f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the Local Coordinating Board;

(g) Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;

(h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;

(i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, except in instances where the Community Transportation Coordinator is a non-governmental entity;

(j) Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;

(k) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;

(l) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;

(m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;

(n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;

(o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner shall have two years to be in compliance after the adoption date of this section of the Rule;

(p) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and

(q) Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.