

Transportation Services Contract

This Transportation Services Contract (the “Contract”), made and entered into as of this _____ day of _____ 2022, by and between The City of North Royalton, (“Recipient,”) and Senior Transportation Connection, an Ohio non-profit corporation, (“Contractor”).

WHEREAS, the Recipient desires to retain the Contractor to provide certain transportation services to the Recipient and/or those for whom Recipient provides transportation opportunities or programs (“Passengers”); and

WHEREAS, the Contractor is properly qualified to furnish transportation services to the Recipient and/or its Passengers according to the terms and conditions stated herein.

Now, therefore, the Recipient and the Contractor agree as follows:

SECTION 1: CONTRACTOR AS AN INDEPENDENT CONTRACTOR

The Contractor shall provide the transportation services required herein as an independent contractor; Contractor is not and shall not be construed to be an agent or employee of the Recipient. As an independent Contractor, the Contractor shall pay any and all taxes imposed by law upon Contractor. In performing the services hereunder, the Contractor shall comply with all applicable federal, state, and local laws applicable to Contractor. The Contractor shall be responsible for Ohio workers compensation coverage for its employees and for all income tax, social security and Medicare taxes, unemployment taxes, and any other withholdings from Contractor’s employees’ wages or salaries.

- A) The Contractor shall hire, compensate, and supervise members of its work force and shall direct and control the manner in which transportation work is performed, including the conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will work.
- B) The Contractor shall not be exclusively bound to the Recipient and may provide transportation or other service(s) to other private and public entities.

SECTION 2: TERM

Subject to the termination provisions contained in Section 13 of this Contract, the term during which transportation services will be provided under this Contract shall begin on January 1, 2023 and end on December 31, 2023 (“Term”). Unless either party serves written notice of cancellation to the other party at least ninety (90) days prior to the end of the Term.

SECTION 3: OVERVIEW

During the Term of the Contract, the Contractor shall provide transportation services to Recipient's constituents who are 60 years of age or older, ADA certified individuals, or those who are otherwise determined by the Recipient to be eligible for its transit program.

SECTION 4: FEE SCHEDULE & PAYMENTS

Group Trips

As compensation for the services provided by Contractor, the Recipient shall pay the Contractor a rate of \$60.00 per one-way Passenger trip for group transit activities. \$60.00 is the group rate for five (5) individuals. If the trip does not have five (5) individuals, the trip will not take place. A group trip must be comprised of individuals going to the same destination. The Recipient's group trips include trips to the senior center, lunch programs and group shopping activities.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance provided by the Contractor per month.

Individual Trips

As compensation for the services provided by the Contractor, the Recipient shall pay the Contractor a rate of \$30.50 per one-way Passenger trip, which is defined as medical appointments only. No medical treatment, therapy or other personal trips are permitted. In addition to the Recipient's rate, the Recipient may charge the passenger a fare according to Exhibit A. STC will collect this fare at the point/time of service, unless Passenger requests an STC invoice, which will be issued quarterly. The Recipient will be responsible for payment for any fare modification/reduction approved by the Recipient.

The Contractor reserves the option, exercisable by reasonable advance written notice to Recipient, of capping the quantity of one-way trip reservations in total or by distance, provided by the Contractor per month.

Recipient will be electronically invoiced monthly by the 10th business day of the month for the previous month's activity to:

City of North Royalton
Attn: Finance Director
14600 State Road
North Royalton, Ohio 44133

or such other address as Recipient may specify in writing to Contractor. Transportation invoices shall be paid within fifteen (15) days from the first day following the first full calendar month of service. Any payment more than five (5) days late shall include a late fee of \$25.00.

NO SHOW OR LATE CANCELLATIONS

A Passenger must cancel transportation services by notifying the Contractor before 7:00 a.m. the day of service. If the Contractor is notified after 7 a.m., or does not receive a notice of cancellation, the Contractor may bill the Recipient for 90% of the charge for two (2) one-way Passenger trips for each cancellation, The Contractor will provide written notification to the non-compliant Passenger per the Contractor's policy attached hereto as EXHIBIT B.

FUEL ESCALATION

The negotiated base rate assumes fuel cost at or below \$3.75 per gallon. Fuel adjustments will be determined by using a monthly average for the Cleveland-Elyria-Lorain market shown on the www.aaafuelgaugereport.com. The per trip rate charge will be adjusted as illustrated below.

Charge per Trip if the actual fuel price per gallon exceeds the base:

An example: the market fuel rate is at a base of \$3.75. The difference between \$3.75 and the market rate (assumed using the AAA local gas rate pulled on the last business day of the month) is multiplied by 1.5 (the amount of fuel burned per revenue hour). This figure is multiplied by 1.3 (number of trips delivered per hour), then multiplied by the number of trips during the month.

FARES

- A. The Contractor shall collect a fare from a Passenger only when it is indicated on the manifest. This fare shall be retained by the Contractor. The passenger fare shall be paid according to Recipient's fare policy, unless the Contractor is granted the written authority by the Recipient to make fare modifications.
- B. The Recipient will be responsible for payment to the Contractor for any fare reductions approved by the Recipient.
- C. Drivers shall not accept tips or indicate to Passengers that a tip is expected or permitted.

SECTION 5: SCOPE OF SERVICE

SERVICE AREA

The Contractor will operate according to the protocol and defined service area attached hereto as EXHIBIT A. The written protocol must be approved by both the Contractor and the Recipient. Any significant operational changes to the protocol will be discussed and agreed to by both parties, in writing, before placed in effect.

OPERATING SCHEDULE

- A) Transportation services operate Monday through Friday, 8:00 am to 4:00 pm, within the specific service areas. The service does not operate on holidays as referenced in EXHIBIT C. During the term of the Contract, the Contractor reserves the right to adjust service hours, routes and schedules, so as to accommodate ridership.
- B) The Contractor maintains a policy on closings in case of weather-related conditions and emergencies. This policy is attached as Exhibit D to this Contract.

TRIP RESERVATIONS AND SCHEDULING

- A) All riders shall be registered with the Recipient and the Contractor prior to commencing transportation services. It is the Recipient's responsibility to adequately assess a Passenger's eligibility for transportation services.
- B) Passengers will access transportation services by scheduling directly with the Contractor's call center using the designated numbers.
- C) The Contractor may accept trip requests up to three (3) days prior to travel, or up to three (3) weeks in advance.
- D) Dispatch will produce electronic manifests which will include the Passenger's name, the location of each Passenger's pick-up and drop-off point, whether the Passenger travels with a wheelchair, travels with a companion or personal care attendant, and any special circumstances or requirements pertaining to the Passenger. This manifest will be available for Recipient's inspection at any time upon reasonable advance notice.
- E) Some trips may be added ("add-ons") to the manifest during the service day, if schedule permit, as determined by the Contractor in its sole discretion. Added trips will be transmitted either electronically or by other means determined by the Contractor's dispatcher to the appropriate driver.
- F) The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur.

FACILITIES

- A) Operating Base. Contractor shall provide a base of operation with adequate facilities for administration, and unless the Contractor chooses to subcontract these functions, vehicle maintenance and service.
- B) Communications. The Contractor shall be required to operate a two-way communication system.
- C) Security. Contractor shall take all reasonable precautions to secure its vehicles and records.
- D) Telephone/fax
 - 1) Contractor and Recipient shall equip their administration and supervisory office with a fax machine on a dedicated telephone line and sufficient voice telephone lines to

ensure that the supervisors and administrative staff can be reached during service hours.

- 2) Contractor shall provide, at its own expense, a dedicated phone line in order to perform live dispatching through automated scheduling system and software to download manifests.

VEHICLES

Contractor shall maintain a sufficient number of vehicles to meet service levels negotiated with the Recipient. Reasonable efforts will be made to include spare vehicles to allow for routine servicing, maintenance, repairs, vehicle breakdowns, and similar occurrences as may reasonably be anticipated. New and/or refurbished vehicles used in the transport of wheelchairs and other mobility devices shall meet the requirements of 49 CFR Part 38 of the Americans with Disabilities Act (ADA).

CONTRACTOR'S PERSONNEL

- A) **Applicable Laws.** The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- B) **Immigration Reform and Control Act of 1986.** The Contractor certifies that it does not and will not during the performance of the Contract knowingly employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C) **Employment Discrimination.** During the performance of the Contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, military status or any other legally protected characteristic. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- C) **Fair Labor Standards Act.** The Contractor and any subcontractor shall pay all employees providing transportation services under this Contract in accordance with the Fair Labor Standards Act as amended.

DRIVER SELECTION AND TRAINING

- A) **Driver Selection.** The Contractor shall establish a formal selection process that shall include:

- 1) Verification that the applicant has an appropriate, valid Ohio State driver's license and points based on Ohio law not in excess of 4 (four).
 - 2) The Contractor shall be responsible for pre-employment physicals and drug screens, as well as medical certification as required; and
 - 3) A criminal background check. The Contractor shall be responsible for background checks at the date of hire and every 5 years thereafter.
- B) Driver Training. The Contractor shall provide an approved training and retraining program, to teach driver proficiency and safety. The driver-training program will commence the first year of employment and shall include but not be limited to the following:
- 1) Defensive driving;
 - 2) Use of all special equipment associated with the job, such as wheelchair lifts, fire extinguishers and two-way communications devices;
 - 3) Operating procedures, including fare collection, vehicle pre-operation checks, use of forms, record keeping, global positioning systems, and dispatch procedures;
 - 4) Familiarization with the service area; passenger assistance techniques; and
 - 5) Relevant policies and procedures contained in an Operator's Manual.
- In addition, the driver training shall include at least:
- a) Annual reviews of individual driver's responsibilities and performance;
 - b) Semi-annual observations of the driver's on-the-job performance; and
 - c) Maintaining records for all drivers to verify that the training has been received.
 - 6) Drivers shall be retrained in Defensive Driving and Passenger Sensitivity every three (3) years. Individual training records shall be available for inspection by Recipient on request.
- C) Drug/Alcohol Testing. All drivers, as well as other safety sensitive positions, shall be subject to Drug/Alcohol Testing for pre-employment, random, post accident and probable cause, as required under Federal Transit Administration (FTA) Regulations. The Contractor shall pay the costs associated with such testing.
- D) English Fluency. All drivers shall be sufficiently skilled in English to carry on necessary conversations with passengers and the dispatcher and to read a vehicle schedule and fill out required reports.

PASSENGER ASSISTANCE

- A) Drivers shall provide door to door assistance as necessary. "Door to door" is defined as the local immediately outside of the Passenger's pick up or drop off location, be it the personal residence, office building, store, etc. If a passenger does not wish assistance, the driver shall visually confirm that the passenger makes it safely inside the building at the Passenger's destination. Drivers shall be instructed to exercise tact at all times to maintain Passenger's dignity and pride.

- B) **Unsure Destination.** In the event that any confusion occurs about the correct destination to which a passenger is to be taken (e.g. if the passenger says the location is wrong, the building is vacant or the address cannot be located), the driver is required to confer with Passenger and obtain instructions from the dispatcher. No Passenger shall be picked up or dropped off at any address other than the one originally given to the Contractor without prior approval of the dispatcher.
- C) **Waiting for and Notifying Passengers**
- 1) Drivers shall wait up to five minutes after parking the vehicle in clear view of the Passenger's residence or other pick up location; or, where that is not possible, the driver shall take other reasonable steps to notify the Passenger that the vehicle is waiting.
 - 2) If the Passenger cannot be located, it will be considered a no-show and the Recipient will be charged accordingly as agreed in SECTION 4.

MONITORING AND SUPERVISION

The Contractor shall be responsible for monitoring and supervising service. The Contractor shall be responsible for dispatching or arranging for back-up vehicles, road service calls, towing and other driver supervisory services as needed.

PERFORMANCE LOG

The Contractor shall maintain a log with information on safety concerns, passenger complaints, passenger behavior problems and any other activity reasonably required by Recipient. The Contractor will provide the log to the Recipient's designee upon request.

REFUSAL OF SERVICE

The Contractor shall have the ability to refuse service to a Passenger if it is believed the Passenger cannot be transported safely or the Passenger is disruptive, abusive, intoxicated, or if there are other significant health and welfare concerns. All service denials shall be reported to the Recipient's designee within a reasonable time.

SERVICE INTERRUPTION

In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, the Contractor shall send a relief vehicle and/or driver to resume service as soon as possible.

SECTION 6: ACCIDENTS

If a Passenger requires EMS assistance due to an accident that occurs while the Contractor is providing the transportation service, the Driver will notify Dispatch and Dispatch will notify a family member or emergency contact.

SECTION 7: REPORTING

The Contractor shall provide reports upon request that include:

- A) Information as may be required by the Federal Transit Administration, Ohio Department of Transportation and information requested by the Metropolitan Planning Recipient Organization (MPO).
- B) Any specialized reports as may be required by Recipient to fulfill existing funding agreements or regulatory requirements.

SECTION 8: SUBCONTRACTING

- A) Subcontracts and joint ventures are allowable, provided the Contractor assumes the following responsibilities:
 - 1) Serves as the sole contact responsible party with the Recipient.
 - 2) Assumes full responsibility for the performance of all its subcontractors.
- B) The Contractor shall provide an affidavit certifying that all subcontractors meet the requirements of the Contract.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATION

A) The Contractor represents that it is currently and agrees that it shall continue to be in compliance with all applicable Ohio Department of Transportation Rules and Federal Transit Administration Drug Testing requirements, as well as any and all other state, local and agency, department, commission, association or other pertinent governing, accrediting or advisory body requirements as applicable to the provision of service under this Contract.

B) The Recipient and Contractor shall observe and comply with all laws, ordinances, rules, regulations, orders, and decrees applicable to them. By entering into this Contract, the parties specifically intend to comply with all applicable state and federal laws, rules, and regulations, including (i) the personal services safe harbor of the federal anti-kickback statute (42 U.S.C. 1320a-7(b)), and in particular, that the services performed under the Contract do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law; (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. 1395nn) and (iii) federal and state privacy laws. Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral or business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Contract is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Contract into compliance, either party may terminate this Contract on sixty (60) days written notice to the other party. Additionally, each party shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this Contract from the federal government, State of Ohio or municipalities when legally required and maintain same in full force and effect during the term of this Contract.

SECTION 10: INSURANCE

- A) **Vehicle Insurance.** The Contractor shall obtain and maintain during the term of this Contract automobile liability insurance coverage in the amount of at least \$1,000,000/\$3,000,000 per occurrence. The Contractor shall supply the Recipient with a copy of a certificate of insurance showing such minimum liability insurance coverage prior to the time this Contract is executed and on each renewal date.
- B) **General Liability Insurance.** Contractor shall obtain Comprehensive General Liability insurance for \$1,000,000. Said coverage shall be "broad form" and shall specifically cover contractual liabilities including the hold harmless provisions of this Contract. Prior to the start of service under this Contract, the Contractor shall provide the Recipient a certificate of insurance, specifying coverage as required in this paragraph. Said policy shall contain a provision that the Recipient shall be given thirty (30) days written notice of cancellation.

SECTION 11: INDEMNIFICATION

To the fullest extent of the available insurance under Section 10, only the Contractor will defend, indemnify, and hold Recipient and its employees and agents harmless, from and against all claims, liabilities, losses, damages, fines, penalties, payments, costs, and expenses, caused by and resulting from (i) the negligent or intentional misconduct of the Contractor or its employees and agents, or (ii) any violation of applicable laws or regulations by the Contractor or its employees and agents.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SECTION 12: RECORDS

The parties shall maintain such financial and other records pertaining to this Contract as may be prescribed by applicable federal and state laws, rules, and regulations. The parties shall retain these records for a period of three (3) years after final payment.

Upon reasonable request, these records shall be made available during the term of the Contract and the subsequent three-year period for examination by the parties.

SECTION 13: TERMINATION

Either Party may terminate this Contract for any reason or no reason, upon 90 days' advance written notice to the other Party. Further, Recipient acknowledges and agrees that Contractor's operations are dependent upon and funded in substantial part by quasi-governmental entities and private non-profit and philanthropic organizations. Accordingly, in the event of a material decrease in expected funding levels, Contractor reserves the right, upon their (30) days' written notice to Recipient, and in the Contractor's sole discretion, to cancel and terminate this Agreement or to make substantial changes in service levels, as appropriate. Upon such early termination due to funding issues, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the Recipient shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of Contract services, in accordance with this Contract, until the termination date and shall have no further obligation to perform services after the termination date. Upon termination, the Recipient shall be entitled to a refund from Contractor on a pro rata basis of any advance payments made by the Recipient to Contractor.

SECTION 14: WAIVER

Failure to enforce the breach of any portion of this Contract by either party shall not constitute a waiver of such right in respect to same or any other breach.

SECTION 15: VENUE AND GOVERNING LAW

All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in Cuyahoga County, Ohio. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Ohio without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

SECTION 16: SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 17: FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, acts of God, Government acts or omissions, fires, strikes, national disasters, pandemic, wars, riots, weather conditions, transportation/traffic problems and/or any other cause whatsoever beyond the reasonable control of the performing

party. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

SECTION 18: PAYMENTS

As consideration for the Contractor satisfactorily performing the Scope of Services set forth in Section 4 hereof and complying with other terms of this Contract, the Recipient shall pay the Contractor pursuant to the terms set forth in Section 4.

SECTION 19: NOTICES

All notices sent pursuant to this Contract shall be sent to the following:

If to the Recipient: Judith McLaughlin
Director, Office on Aging/Human Services
City of North Royalton
North Royalton, Ohio 44133

If to Contractor: Laura Kleinman
Executive Director
Senior Transportation Connection
4735 W. 150th St., Suite A
Cleveland, Ohio 44135

SECTION 20: ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties. There are no understandings or promises related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Contract, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

RECIPIENT:

By : _____

Name : _____

Title : _____

Dated : _____

CONTRACTOR:

By : _____

Name : Laura Kleinman

Title : Executive Director

Dated : _____

EXHIBIT A
North Royalton Operating Protocol

Organization: North Royalton

Provider: North Royalton

Funder: North Royalton

Office Address:

Garage address: 13500 Ridge Rd, North Royalton, Ohio

Contact name: Judith McLaughlin. Phone: 440-582-6333 / Donna 440-237-5686 ext. 129

Email: jmclaughlin@northroyalton.org

Phone Social Worker:

Phone: (440) 582-6333

Van operating days and hours /garage: Customer service hours: M-F 8:00am – 4pm**

** (negotiated times - per N. Royalton office we can go past 4pm if necessary for client)

Registration procedure (STC form or from city only): Mail registration form or can pick one up from N.R. office on aging.

All subscriptions bookings? Yes

Are subscriptions allowed? Yes

Any routine, repetitive bookings, (i.e. to SC when open or shopping per calendar)

1. Shopping 1x a month Giant Eagle and Walmart once
2. No individual shopping
3. No transportation to or from nursing home, even for visiting
4. Medical trips only – no personal trips, no therapy, no dialysis, no prescription pick up
5. Mon., Tues, & Wed. 8 am – 4 pm per calendar schedule – can set up as subscription
6. No trips to Senior Center on Thursdays or Fridays
7. Group List from N. Royalton for special events
8. No ride limit
9. Arrive no earlier than 10 minutes before activity

Any service restrictions (trips/wk., etc.)

Cancellation procedure: STC Policy

Fares: \$7.50 one way

No show fee \$76.00 for all non-cancellations and service will be suspended until the No Show fee is paid (handled by recipient). Recipient will be charged 90% of total no-show fees.

Cash: No Amount

Service area (by street names): North Royalton, Middleburg Hts. (Southwest Hospital and Healthspan), Strongsville (East of Pearl Rd), Centers for Families and Children, includes Parma Hospital (West of State Road), North to Brookpark – VA Outpatient facility, Broadview Hts. (West of I77), Metro in Brecksville. No service north of Broadview Hts.

Certain areas of Parma Hts.: there are medical buildings on York, W. 130th and Smith Roads just East of Pearl and as well as on Pearl. We wouldn't go to Snow and Pearl, or Ridge and Pearl, those are too far North. No Independence or Westlake.

Special procedures: Group Shopping Trips Schedule are negotiated between the City and STC.

All Riders Approved to Pull in Driveway

Reporting procedure: (fax or on-line, to whom?) Jmclaughlin@northroyalton.org

Exhibit B

Policy: No Shows or Late Cancellations

Purpose

To assure that the transit service is operating in the most efficient manner by correcting the action of habitual abusers during vehicle scheduling, and that no-show Passengers are located and safe.

Policy

Passengers are expected to be ready for transportation at the beginning of the 20 minute pickup window. This is usually 10 minutes before or after scheduled pickup time. Due to the uncertainty of scheduling, Passengers must remain available for pickup for the entire 20-minute period. It is important to remember that the STC vehicle is required to wait only 5 minutes for a Passenger when arriving within the 20-minute pickup window. If a driver is unable to arrive during the established pick-up window, the driver must contact Dispatch. Dispatch will contact the Passenger with a revised pick-up time.

A Passenger who is either not available, not ready, or refuses to take a scheduled trip within five (5) minutes of the driver's arrival time, will be considered a "no-show" for that trip. The driver will make reasonable attempts to contact the Passenger. Once the driver has determined the Passenger to be a "no-show", the driver will contact Dispatch. Dispatch will document the no-show using the scheduling software.

STC recognizes there may be occasions when a scheduled trip needs to be canceled. However, it is important that Passengers notify STC before 7:00 am of the scheduled day of service by calling 216-265-1489. This may allow STC to reroute the assigned vehicle to provide service to another STC Passenger. If a Passenger fails to call before 7:00 am the day of service, the Recipient will be charged the "no show" rate.

Recipient agrees to manage a warning and suspension process in a manner acceptable to the Contractor.

The scheduling window that exists on either side of a reservation is 10 minutes prior to and after a requested time. All reasonable attempts are made to be on time; however, service delays may occur due to weather, traffic, accidents and Passenger behavior.

Exhibit C
Policy: Holidays

The STC recognizes, offices and operations are closed, for the following 9 national holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

If any of the above holidays fall on a Saturday, the preceding Friday shall be celebrated as the holiday. If a holiday falls on a Sunday, the succeeding Monday shall be celebrated as the holiday.

Exhibit D
Policy: Inclement Weather

Purpose:

The purpose of this policy is to establish procedures to close or cease operations of the Call Center and transportation services due to hazardous weather conditions and/or local emergency and provide continuity of essential operations during inclement weather.

STC Responsibilities:

The Executive Director is responsible for determining if transportation services can safely be provided. The STC may consult with local community's law enforcement and safety departments to determine when and if transportation services need to be suspended.

If the decision is made to close the call center and/or cease operations the STC will contact the community representative and inform them of closing. In addition the STC will contact the all riders scheduled for that day and advise them of trip cancellations. Every effort will be made to schedule the rider on another day.

All trips that are cancelled due to inclement weather will be recorded as cancelled trips due to inclement weather conditions.

All STC management staff will be required to contact the STC Executive Director once the affected providers and customers are contacted.

Recipient Responsibility:

The Recipient shall notify STC at 216-265-1489 if a decision is made to close either City Services, the local community/senior center, or the Recipient's specific programming, due to inclement weather.

Individuals may need to contact the call center to cancel specific rides during inclement weather.

