

TEMPORARY RESOLUTION NO. 50-24

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO ASSIGN THE CONTRACTS OF LANCASTER-FAIRFIELD
PUBLIC TRANSIT TO THE FAIRFIELD COUNTY BOARD OF COUNTY
COMMISSIONERS AS OF JULY 1, 2024

WHEREAS, pursuant to Temporary Resolution 48-24, the City of Lancaster ("City") is working with Fairfield County to transfer the assets and operations of Lancaster-Fairfield Public Transit to the Fairfield County Board of County Commissioners to enhance the services provided to County residents and take advantage of additional grant funding opportunities; and

WHEREAS, the City currently has ten (10) executed contracts or service agreements to provide transit services to various public and private entities, see Exhibit A attached hereto, who rely on Lancaster-Fairfield Public Transit for those services; and

WHEREAS, the City and Fairfield County would like to ensure that none of Lancaster-Fairfield Public Transit's current contracts or services are disrupted by the transfer of operations on July 1, 2024; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LANCASTER, STATE OF OHIO,

SECTION 1. That the Service Safety Director and Lancaster-Fairfield Public Transit Director are hereby authorized to execute any and all agreements necessary to assign all current City transit service agreements, including those in Exhibit A attached hereto, to the Fairfield County Board of County Commissioners by or before July 1, 2024.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Public Works Committee



SERVICE AGREEMENT
Between
Lancaster-Fairfield (OH) Public Transit System
and
Eastland-Fairfield Career Center

WHEREAS, the Lancaster-Fairfield Public Transit, hereinafter referred to as LFPT, agrees to provide transportation to students of Eastland-Fairfield Career Center, hereinafter referred to as the School; and

WHEREAS, the School agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the School agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are as follows, Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4:00 pm. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$25.00 per trip to the pre-determined (5) locations agreed upon between LFPT and School. This rate shall apply to each one-way trip for the 2023-2024 school year. Trips traveling outside of the pre-determined (5) locations agreed upon by LFPT and School will be assessed for availability and will be charged at \$5.00 per additional location when schedule permits.
3. **AUTHORIZATION.** The School will prepare a list of persons who are approved to authorize or cancel student rides and submit list to LFPT. The School is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The School will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPTS GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff, Licking County Sheriff or a Designee of either entity declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the student is a child under the age of ten, the School will either
 - A) Provide a responsible adult to accompany the student as a personal care attendant,

OR

- B) Provide LFPT with written authorization from the parent(s) or guardian of the student providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the student upon drop off at a residence.

In addition, the School will provide LFPT with a contact name and phone number at the alternative school location.

8. **RIDE CANCELLATIONS.** School agrees to notify LFPT immediately of any cancellations. To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the School at a rate of \$25.00. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. School may also cancel by calling 740-681-5086 option 1 and leaving a voicemail of cancelation after business hours.

9. **NO-SHOW RIDES.** If LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular trip rate. LFPT will call the School to report that the student was not available for pick-up as scheduled.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle:

- | | |
|-----------------------|--|
| A) Smoking | D) Consumption of alcoholic beverages |
| B) Expectorating | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment |
| | G) Concealed Weapons |

LFPT reserves the right to deny service permanently or temporarily or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the School will be notified immediately. The student will not be transported until reauthorized in writing by the School.

11. **OPEN ROUTE.** LFPT will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.

12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the School. Payment will be due within 30 days of statement date.

13. **INDEMNITY AND LIABILITY INSURANCE.**

Indemnity: LFPT will indemnify and hold harmless the Eastland-Fairfield Career Center against any loss, penalties, damage, settlements, costs, professional fees and/or other related expenses incurred through the provision of services under this contract, unless a student or employee of said school district acts maliciously or with gross neglect.

Insurance: LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

14. **CIVIL RIGHTS.** LFPT and the School agree that, as a condition to this contract, there shall be no discrimination against any student or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPTS will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on August 2023 and terminates on MAY 2023. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 13th day of September, 2023, by their respective authorized officials.

Lancaster-Fairfield Public Transit

Chasilyn Carter

Chasilyn Carter, Director

Eastland-Fairfield Career Center

Dwight Carter, TREASURER

Dwight Carter, Director of Student Support Systems

Administrative Office:

746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:

4300 Amalgamated Pl
Groveport OH 43125
Phone: 614.836.4530 ext. 1510

Purchase of Service Contract
Fairfield County Board of Developmental Disabilities
and
Lancaster Public Transit System

This contract is made and entered into this October 16, 2023, by and between Fairfield County Board of Developmental Disabilities (Agency) and Lancaster-Fairfield Public Transit (Vendor), 746 Lawrence Street, Lancaster, Ohio 43130 (Vendor).

1. **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, AGENCY agrees to purchase from, and vendor agrees to furnish to AGENCY those specific services detailed in this contract with Lancaster-Fairfield Public Transit.
2. **Purpose of Contract:** The purpose of this contract is to provide individual transportation services to the customers of AGENCY. The Vendor will supply transportation services to AGENCY as specified within this purchase of service contract.
3. **Contract Period:** This contract shall be effective from January 1, 2024, through December 31, 2024.
4. **Cost of Services to be Provided:**

Definitions: A trip is defined as including the time a customer boards a vehicle until the customer exits that vehicle. All trips will be considered "door-to-door" trips in which the driver will knock on the door of the pick-up locations and be available to assist the customer to board or exit the vehicle as necessary. Drivers will not enter building or facilities, but instead will use the vehicle horn to alert the customer of arrival if he or she is unable to know without entering a building or facility.

Within the defined LFPT Service Area Cost per trip \$18.00

Outside the defined LFPT Service Area Cost per trip \$18.00 plus \$3.50 per loaded mile.

Fee for "No Shows"

A "No Show" is defined as a driver arriving to pick up a customer, without the customer boarding the vehicle. Vendor will make reasonable attempts to contact the customer to let the customer know the bus is outside and waiting. These attempts may include the driver honking, knocking on the door or the LFPT Dispatcher phoning the residence. After 5 minutes of no response from the customer, the driver will be instructed to pull away.

Fees charged for "No Show" trips will be billed at the regular rate of \$18.00 . It is to the benefit of Agency and Vendor to cancel rides as soon as is practical in order to reduce the number of "No Shows".

1. Roles and Responsibilities:

AGENCY will assist the vendor in the following manner:

- a) AGENCY will provide a list of personnel who are approved to authorize customer rides
- b) AGENCY will notify vendor of additional riders by 12:00 p.m. on the day before the ride is needed.
- c) AGENCY will cancel a ride by contacting the vendor at least one hour before the scheduled pick-up time. If the ride is cancelled "timely" there will be no charge for the trip.
- d) AGENCY will suspend or terminate passengers who violate LFPT standards. The following behaviors are prohibited by passengers: smoking, eating, drinking, consumption of alcoholic beverages, rude or offensive behavior, abusive language or behavior, sexual harassment, unauthorized carrying of concealed weapons.

Vendor will provide the following:

- a) LFPT will provide a written reply via Fax or email upon receipt of the ride scheduling information within 1 business day to either confirm or deny the requested trip.
 - b) LFPT guarantees that it will complete all accepted rides 100% of the time and guarantees the customer will arrive at their scheduled appointment on time at least 95% of the time.
 - c) LFPT will notify AGENCY within one (1) business day if the customer was a "no show" any portion of the trip.
 - d) LFPT shall read the AGENCY contract with the Ohio Department of Developmental Disabilities (DODD), and, as a condition of its participation in the Title XX program, Lancaster-Fairfield Public Transit hereby understands and agrees to adhere to all of the terms and conditions applicable to the AGENCY set forth in the DODD contract.
- 2. Hours of Operation:** Vendor agrees to provide transportation service to AGENCY within the normal operating hours. There will be no transportation services provided for the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 3. Trip Requests:** See attached identified as Exhibit A. AGENCY agrees to facilitate trip requests using this form. This form is to be e-mailed to ccarter@ci.lancaster.oh.us and to athimmes@ci.lancaster.oh.us or faxed to (740) 681-5088. LFPT will respond to the requests within 1 business day to confirm receipt and acceptance of the trip to the individual listed as the ICS.
- 4. Communication:** In case of cancellations or other changes regarding trips, Vendor will provide a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086. Changes and/or cancellations may also be e-mailed to ccarter@ci.lancaster.oh.us and athimmes@ci.lancaster.oh.us.

5. **Inclement Weather:** Vendor agrees to notify AGENCY of any reductions in service. Vendor will also notify all local media (Channels 4, 6, and 10. Radio stations 90.9 and WLOH) of any closures. Vendor typically operates during level one and two emergencies with limited interruptions in service. In the case of a level 3 emergency, the Vendor will not operate. The Vendor agrees to notify AGENCY of any interruptions in service and/or cancellations prior to 6:00 am.
6. **Range of Service:** Vendor agrees to provide transportation service within the defined service area. Vendor is also permitted to provide transportation services beyond the defined service area within a 100-mile radius from the limits of the defined service area if the fully allocated costs of the trips are recovered. Vendor agrees to provide transportation services to AGENCY within the defined service area and within the allowable 100-mile radius surrounding the defined service area.
7. **Personal Care Attendants:** Vendor will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger. If a customer required a personal care attendant to accompany the customer, AGENCY will not be charged additional fees.
8. **Policy on Transportation of Minor Children:** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, Vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children, and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by Vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.
9. **Employee Information:** Vendor is willing to provide AGENCY any necessary employee information so that AGENCY may conduct background investigations to determine that no LFPT employees represent any potential conflict of interest that may compromise the safety of AGENCY customers.
10. **Confidentiality:** Vendor agrees to comply with all Federal and State laws applicable to AGENCY and/or customers of AGENCY concerning confidentiality of AGENCY customers. Vendor agrees that the use or disclosure of information concerning AGENCY customers for any purpose is prohibited.

Vendor will be required to comply with 42USC Sections 1320d through 1320d-8, and to implement regulations 45CFR Section 164.504 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPPA) of 1996. Protected Health Information (PHI) is information received by the vendor from or on behalf of AGENCY that meets the definition of PHI as defined by HIPPA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45CFR 164.501 and any amendments thereto.

11. **Equal Employment Opportunity:** Vendor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
12. **Invoicing:** Vendor shall submit monthly an accurate and complete invoice to the AGENCY for services provided during the previous month. AGENCY will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices will be submitted in a Microsoft Excel format and will be directed to a specific person indicated by AGENCY.
13. **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Upon ninety (90) days written notice given by either party (AGENCY or Vendor to the other) may terminate this contract.
14. **Conflict of Interest:** Vendor agrees not to permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee : unless the services or goods involved are provided at a competitive cost and under terms favorable to Vendor . Vendor shall make written disclosure of any and all financial transactions of the Vendor in which a member of the board or his/her immediate family is involved. Vendor agrees to the requirements of rule as applicable in the Ohio Administrative Code.
15. **Evaluation and Monitoring:** AGENCY, with cooperation of Vendor, will complete periodic monitoring and review activities as deemed necessary by AGENCY to ensure compliance with the terms of this contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
16. **Violation or Breach of Contract Terms:** Neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of the contract. Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. AGENCY may withhold any compensation and Vendor may withhold services until the amount of damages due is agreed upon or otherwise terminated.

17. Civil Rights: Vendor agrees there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that Vendor will comply with all appropriate Federal and State laws regarding such discrimination.

18 Compliance Requirements: Vendor shall perform its obligations under this contract in conformity with all applicable local, State and Federal rules, laws and regulations. The requirements include but are not limited to the following (when applicable):

- a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFS Part 5.
- b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689
- c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
- d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR Part 5
- f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

19 Two Political Subdivisions: The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the Parties lack authority to indemnify. Therefore, the Parties understand and agree that each Party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this Contract. The Parties agree to be individually and solely responsible for any and all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this Contract.

To meet their obligations, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to AGENCY. LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full

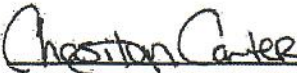
force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

20. **Retention of Records:** Vendor shall retain and make available for audit by AGENCY, the State of Ohio (including, but not limited to, Ohio Department of Developmental Disabilities, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States Government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to AGENCY by Vendor for so long as any of the above entities have the right to audit the books and records of AGENCY, which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, Vendor shall retain such records until the conclusion of the audit and resolution of all related issues.

21. **Contact Information:**

- a) **Scheduling:** Amber Thimmes
Phone 740.681.5086
Fax 740.681-5088
Email athimmes@ci.lancaster.oh.us
- b) **Administration:** Chasilyn Carter, Director
Phone 740.687.6858
Fax 740.681.5088
Email ccarter@ci.lancaster.oh.us
Courtney Martin, Administrative Assistant
Phone 740.687.5086 EX 2206
Email cmartin@ci.lancaster.oh.us
- c) **Billing**

CITY OF LANCASTER, PUBLIC TRANSIT


Chasilyn Carter, Transit Director


David S. Scheffler, Mayor

AGENCY: Fairfield County Board of DD


Cindy Hillberry - Assistant Superintendent

EXHIBIT B**TRIP REQUEST FORM**

Date of Request _____

ICS Phone#:

Email Address

Funding Source (please circle)

Adult Day
Routes

Local Contract

Waiver Bill

Person Being Transported

Name

DOB

Phone #

Emergency Contact Name

Pickup Address

City/Zip

Drop Off
Address

City/Zip

Begin Date for Transportation _____

End Date for Transportation _____

Frequency (please circle)

One Time Only

Recurring

Monday

Tuesday

Wednesday

Thursday

Friday

Appointment Date

Appointment Time

End Time

Distance (Please Circle)

Wheelchair

Scooter

Walker

Door to Door

Oxygen

PCA

Other Device
(Describe)

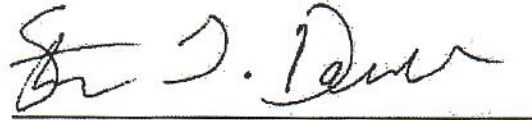
Special Instructions

PROSECUTOR APPROVAL PAGE

Reference No. 2023-CON-0253

Reference Title: LPTS

The foregoing contract is approved as to legal form on October 26, 2023 for the Fairfield County Board of Developmental Disabilities.

A handwritten signature in black ink, appearing to read "Steven T. Darnell", written over a horizontal line.

Steven T Darnell

Assistant Prosecuting Attorney

Fairfield County Prosecutor's Office

239 West Main Street, Suite 101

Lancaster, Ohio 43130

Phone: 740-652-7560

Fax: 740-653-4708

steven.darnell@fairfieldcountyohio.gov

**Purchase of Service Contract
Fairfield County Job & Family Services
and
Lancaster-Fairfield Public Transit System**

This contract is made and entered into this 1st day of July 2023, by and between Fairfield County Job and Family Services (FCJFS) and Lancaster-Fairfield Public Transit (LFPT) 746 Lawrence Street, Lancaster, Ohio 43130.

- 1) **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, FCJFS agrees to purchase from, and vendor agrees to furnish to FCJFS those specific services detailed in this contract with LFPT.
- 2) **Purpose of Contract:** The purpose of this contract is to provide demand responsive transportation services to customers of Fairfield County Job and Family Services. LFPT will supply transportation services to FCJFS as specified within this purchase of service contract.
- 3) **Contract Period:** This contract shall be effective from July 1, 2023 through June 30, 2024. The contract services shall not exceed \$50,000.00.
- 4) **Cost of Services to be Provided:**

LFPT operates under regulations mandated by the Federal Transit Administration and the Ohio Department of Transportation regarding how subsidy grants are utilized. For contract service agreements, LFPT is required to charge the fully allocated cost for any service trip and all trips must either begin or end within the service area. A trip is defined as the time the customer boards a vehicle until the customer exits the vehicle. A ten-minute grace period is allowed before a wait-time is charged. Charges for wait times incur for every 30 minutes and any fraction thereof. The wait-time commences when a customer arrives at a destination point. Each time a customer re-boards a vehicle, it is considered a new trip. All trips must either begin or end in Fairfield County.

 - **Fee per rider within the service area (City of Lancaster & Fairfield County):**
\$14.18 per one-way trip, (per rider) within the service area. There will be no additional charges for persons required to accompany/escort the eligible customer to or from the approved destination.
 - **Fee per loaded rate, per mile, once outside Fairfield County:**
\$14.18 one-way ride, plus \$2.56 per mile.
 - **Fee for wait-time:**
\$9.00 for every 30 minutes following the (ten minute) grace period.

5) **Roles and Responsibilities:**

Fairfield County Job and Family Services will assist the transportation vendor in the following manner:

- a) FCJFS will provide a list of personnel who are approved to authorize customer rides.
- b) FCJFS will send trip requests via e-mail to the LFPT Director at ccarter@ci.lancaster.oh.us and LFPT Scheduler at athimmes@ci.lancaster.oh.us
- c) FCJFS will send trip requests by 12:00 p.m. on the day before the ride is needed. FCJFS staff will provide the following information: date of ride, time of customer's scheduled appointment, approximate time of return trip, customer name, exact location of pick-up and destination, if a wheelchair accessible vehicle is required, if door-to-door service is required, if a child safety seat is required, if a personal care attendant will accompany the customer, and number of riders.
- d) FCJFS will contact LFPT, as soon as possible, when a customer notifies FCJFS to cancel their ride.
- e) FCJFS will not reimburse LFPT for those situations in which a customer is not actually transported, and advance cancelation is completed.
- f) FCJFS will not reimburse LFPT if the customer is a no-show, cancels late, or cancels at the point of pick-up.
- g) FCJFS will encourage customers to cancel in advance.
- h) Any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. LFPT will note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.
- i) FCJFS realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report LFPT sends.

LFPT will provide the following:

- a) LFPT will provide an e-mail to FCJFS within 2 hours of receiving the request to either confirm or deny the requested trip.
- b) If a request is denied, a valid reason must be stated in the e-mail. Low mileage or non-economical trips do not constitute a valid reason for denial. Denial of trips because of low reimbursement will be a violation of the contract.
- c) LFPT will contact the customer prior to the scheduled appointment to confirm the trip and pick-up time. The contractor will allow 10 minutes for the customer to enter the vehicle.
- d) LFPT will notify FCJFS of a customer's no show or cancellation within 24 hours of the occurrence.
- e) LFPT will notify FCJFS within 1 business day if the customer was a "no show" or cancelled any portion of the trip.
- f) The contractor guarantees to transport customers to appointments by the medical provider time. If the customer arrives late to an appointment and cannot be seen, FCJFS will not be billed for the trip.
- g) LFPT agrees any anticipated wait time to be over 4 hours, must be pre-approved by the Transportation Supervisor or the Chief Deputy Director of Community Services. LFPT will

note the anticipated amount of wait time over 4 hours on the trip confirmation. FCJFS will review it and respond via email to approval or deny the wait time.

- h) LFPT realizes there are times when normally scheduled appointments don't run on time. If there is a situation when this happens, and the wait time for a normally scheduled appointment is over 4 hours, the reason must be documented on the daily report LFPT sends.
 - i) LFPT will provide a **written copy** of their Customer Service grievance policy/procedure.
 - j) The following behaviors will not be permitted by drivers or passengers while on board any vehicle:
 - o Smoking
 - o Eating or drinking
 - o Consumption of alcoholic beverages
 - o Rude, offensive, abusive language or behavior
 - o Sexual harassment
 - o Carrying concealed weapon
- 6) **Hours of Operation:** LFPT operating hours is Monday thru Friday 6:00 AM – 6:00 PM and Saturday 7:00 AM – 4:00 PM, with the exception for level three snow emergencies and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
- 7) **Range of Service:** LFPT will provide transportation services within the Fairfield County service area and up to 100 miles from the City of Lancaster as the schedule permits during regular operating hours.
- 8) **Personal Care Attendants:** If a customer requires a personal care attendant to accompany the individual to the appointment, FCJFS will not be charged additional charges. LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger.
- 9) **Sub-Contractors:** LFPT will not be using a sub-contractor.
- 10) **State and FBI Criminal Background Check:** LFPT will be responsible for completing State and FBI criminal background check, including sex offender registries for any employee who provides direct services to Medicaid recipients and other individuals who may have contact with FCJFS clients. LFPTS will obtain the background checks at their cost, if FCJFS requires background checks. FCJFS will be provided a copy of the results, **prior** to employee providing services, for each employee assigned to this contract. Background checks will be valid for twelve (12) months prior to the effective date of this contract.

Employee Information: LFPT is willing to provide FCJFS any necessary employee information so that FCJFS may conduct background investigations to determine that no LFPT employees represent any potential conflict of interest that may compromise the safety of FCJFS customers.

- 11) **Transportation of Minors:** LFPT has no policy regarding minimum age to ride LFPT; however, the system is not responsible for securing passengers, and only assumes liability while the child is in the vehicle. LFPT, or subcontractor, is not liable for any passenger once they step off the vehicle; therefore, it is recommended that any passenger not capable of caring for themselves travel with a companion.
- 12) **Service Limitations:** To increase efficiency and maximize the number of clients served, clients may be inconvenienced up to one (1) hour. Correspondingly, LFPT will make every effort to provide return transportation at the requested time. LFPT is equipped to transport passengers with mobility devices, however prior notice of this special need is required.
- 13) **Confidentiality:** Health Insurance Portability & Accessibility Act (HIPAA) LFPTS agrees to comply with all federal and state laws applicable to FCJFS and/or customers of FCJFS concerning confidentiality of FCJFS customers. LFPT agrees that the use or disclosure of information concerning FCJFS customers for any purpose is prohibited.

LFPT will be required to comply with 42 U.S.C Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by LFPT from or on behalf of FCJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto.

- 14) **Equal Employment Opportunity:** LFPT shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
- 15) **Child Support Enforcement:** LFPT agrees to cooperate with the FCJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of LFPTS meet child support obligations established under state law. Further, by executing this contract, vendor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.
- 16) **Invoicing:** LFPT shall submit monthly an accurate and complete invoice to the FCJFS Transportation Department for services provided during the previous month. FCJFS will review all invoices for accuracy before making payment within 30-45 days after receipt of invoice. Invoices should be submitted in the format as prescribed by the FCJFS Transportation Department.
- 17) **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party FCJFS, or LFPT, upon thirty (30) days written notice given by either party to the other may terminate this contract.

- 18) **Conflict of Interest:** LFPT agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the agency, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to LFPT. LFPT shall make written disclosure of any and all financial transactions of LFPTS in which a member of the board or his/her immediate family is involved. LFPTS agrees to the requirements of rule as applicable in the Ohio Administrative Code.
- 19) **Evaluation and Monitoring:** FCJFS, with cooperation of LFPT will complete periodic monitoring and review activities as deemed necessary by FCJFS to ensure compliance with the terms of the contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
- 20) **Violation or Breach of Contract Terms:** Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. FCJFS may withhold any compensation and Contractor may withhold services until the amount of damages due is agreed upon or otherwise terminated.
- 21) **Civil Rights:** LFPT agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.
- 22) **Compliance Requirements:** LFPT shall perform its obligations under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements include but are not limited to the following, when applicable:
- a) **Clean Air Act:** requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
 - b) **Debarment and Suspension:** Requiring compliance with Executive Orders 12549 and 12689.
 - c) **Lobbying:** requiring compliance for Byrd Anti-Lobbying provisions of 31 USC 1352.
 - d) **Anti-Kickback Act:** requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
 - e) **Contract Work Hours and Safety Standard Act:** requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5.
 - f) **Davis-Bacon Act:** requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
 - g) **Energy Policy and Conservation Act:** requiring compliance with the Energy Policy and Conservation Act (PL94-165).

- 23) **Indemnity:** Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 24) **Insurance:** LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to FCJFS prior to commencement of services provided by the vendor. LFPTS agrees to obtain and maintain at their expense, always throughout the term of this contract liability insurance with an insurance company licensed in the State of Ohio. The vendor shall furnish to FCJFS upon execution of this contract, a Certificate of Insurance. The vendor shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the amount of \$1,000,000.00. Cancellation of insurance will constitute a default and shall cause immediate termination of the contract by FCJFS.
- 25) **Retention of Records:** LFPT shall retain and make available for audit by Fairfield County Job and Family Services, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Fairfield County Job and Family Services by LFPT for so long as any of the above entities have the right to audit the books and records of FCJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, LFPT shall retain such records until the conclusion of the audit and resolution of all related issues.

26) **Contact Information:**

Scheduling:

Amber Thimmes

Phone Number: 740.681.5086 EX:2204

e-mail Address: athimmes@ci.lancaster.oh.us

Administration:

Chasilyn Carter, Director

Phone Number: 740.687.6858

e-mail Address: ccarter@ci.lancaster.oh.us

Billing:

Courtney Martin, Administrative Assistant

Phone Number: 740.681.5086 EX:2206

Email: cmartin@ci.lancaster.oh.us

746 Lawrence Street

Lancaster, Ohio 43130

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their duty authorized officers.

Corey Clark – Electronically approved
FCJFS Director

Date

Krista Humphries – Electronically approved
Deputy Director of Community Services

Date

Chasilyn Carter
Chasilyn Carter, Director
Lancaster-Fairfield Public Transit System

3-21-23

Date

City of Lancaster Law Director & City Prosecutor's Office
Approved as to form

Date

Assistant Prosecuting Attorney
Fairfield County – Electronically approved as to form

Date

Approved by Resolution of the Fairfield County Administrator

JFS Mission Statement- *To protect children and elderly, encourage family stability, and promote self-reliance for a stronger community.*

STUDENT SERVICES DEPARTMENT

RESOLUTION

Be it resolved to enter into an Agreement between Lancaster City Schools and Lancaster Public Transit System to provide transportation for students during the 2023-2024 school year.

Said services are to be paid for through the General Funds/IDEA-VI and/or Preschool Funds.

Respectfully Submitted by:

Donna McCance

Donna McCance
Assistant Superintendent
Director-Student Services

May 2023

SERVICE AGREEMENT

Between
Lancaster-Fairfield (OH) Public Transit System
and
Lancaster City Schools

WHEREAS, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide special needs transportation students of Lancaster City Schools, hereinafter referred to as the school; and

WHEREAS, the school agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the school agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$17.60 per trip. This rate shall apply to each trip (base to base) for the 2023-2024 school year. In the event of additional riders consisting of the same pick-up location, an additional charge of \$5.00 per trip will be in effect per individual thereafter. These rates shall apply to each trip (base to base) for the 2023-2024 school year.
3. **AUTHORIZATION.** The school will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to LFPT. The school is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The school will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement. The school understands that this transportation is not a charter service and all transportation is open to the general public.
5. **LFPT GUARANTEE.** LFPT guarantees that it will perform all scheduled rides at the scheduled time unless the Fairfield County Sheriff or his designee declares an emergency and closes the roads.

LFPT guarantees that all drivers have completed and passed FBI/BCI checks as required by the State of Ohio for all public transit systems.

PERSONAL CARE ATTENDANTS. LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
6. **TRANSPORT OF MINOR CHILDREN.** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been

screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances. Vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.

7. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least 30 minutes prior to the scheduled pick-up time. If a cancellation is not received at least 30 minutes in advance, the ride will be considered a "late cancellation" and will be billed to the school at a rate of \$17.60. Ride cancellations may be made through a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086.

8. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate.

9. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or students while on board any vehicle:

- A) Smoking
- B) Expectorating
- C) Eating or Drinking
- D) Consumption of alcoholic beverages
- E) Rude, offensive, abusive language or behavior
- F) Sexual harassment
- G) Unauthorized carrying of weapons

LFPT reserves the right to deny service permanently or temporarily or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the school will be notified immediately. The student will not be transported until reauthorized in writing by the school. In addition to LFPT's rights to deny service, the school will not reauthorize transport for a student who has been denied service for behavior problems three times.

10. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the school. Payment will be due within 30 days of statement date.

11. **CIVIL RIGHTS.** LFPT and the school agree that, as a condition to this contract, there shall be no discrimination against any student or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

12. **REQUIREMENTS OF CONTRACT**

- A) LFPT conducts FBI/BCI checks for all employees.

screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances. Vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation.

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 - F) Sexual harassment
 - G) Unauthorized carrying of weapons

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12. **REQUIREMENTS OF CONTRACT**
 - A) LFPT conducts FBI/BCI checks for all employees.

- B) LFPT agrees to comply with 45 CFR 164.504e(1) for safeguarding and limiting access to information concerning beneficiaries.
- C) LFPT will allow the representatives of the US Department of Human Services, ODJFS, ODE or their respective designee access to books, documents, and records.
- D) LFPT acknowledges it is not suspended or debarred.

13. TWO POLITICAL SUBDIVISIONS. The Parties are political subdivisions of the state of Ohio or are boards, departments, entities, or parts thereof. As such, the parties lack authority to indemnify. Therefore, the parties understand and agree that each party is and shall be responsible for its own negligence, actions, or omissions and/or the negligence, actions, or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers, resulting from or related in any manner to the performance of this contract. The parties agree to be individually and solely responsible for all liability, loss, damages, injury, including death, penalties, costs, fines, fees, and/or related expenses that each may incur as a result of its own negligence, actions, or omissions and/or the negligence, actions, or omissions of its respective boards, board members, officials, officers, employees, agents, representatives, servants, and/or volunteers in the performance of this contract.

To meet their obligations, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to AGENCY. LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

This Service Agreement takes effect July 1, 2023 and terminates on June 30, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 23rd day of May, 2023, by their respective authorized officials.

Lancaster-Fairfield Public Transit


Chasilyn Carter, Public Transit Director

Lancaster City Schools


Dianne Marlinger
President, Board of Trustees

Administrative Office:

746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858

Billing Address:

Lancaster City Schools
345 E. Mulberry Street
Lancaster, Ohio 43130



THE PLACE TO BE

STUDENT SERVICES

March 23, 2023

Criminal Background Check Documentation Form For Itinerant Special Education Teachers and Related Services Personnel

The Ohio Department of Education (ODE) and the Ohio Department of Job and Family Services (ODJFS) have cooperated to develop this notice to verify that the person(s) named below has met the criminal records check requirements of this agency as the employer of record.

The employee named below has had the required criminal records checks and the results of these checks have been reviewed and approved by this agency.

Name of Agency: Lancaster Fairfield Public Transit Date: 4/12/2023

List employee names below who will be working with Lancaster City Schools students as a result of our contract:

Breana Scarborough

David Cook

Angela Thress

Michael Laquinta

Cynthia Heimerl

The employees listed above all have an FBI/BCI background check **and the most recent copy is attached.**

The employees listed above do not have any criminal records that prohibit them from working in a public school setting.

Signature: Christon Carter

Title: Director

Purchase of Service Contract
Learning Never Ends, LLC
and
Lancaster-Fairfield Public Transit

This contract is made and entered into Sept 21, 2023, by Learning Never Ends (Vendor) and Lancaster-Fairfield Public Transit, 746 Lawrence Street, Lancaster, Ohio 43130 (LFPT).

1. **Purchase of Service(s):** Subject to terms and conditions set forth in this contract, Vendor agrees to purchase from LFPT, and Vendor agrees to furnish to LFPT those specific services detailed in this contract.
2. **Purpose of Contract:** The purpose of this contract is to provide demand response transportation services to the customers of Vendor. LFPT will supply transportation services to Vendor as specified within this purchase of service contract.
3. **Contract Period:** This contract shall be effective from January 1, 2024-December 31, 2024.

4. **Cost of Services to be Provided:**

Definitions: A trip is defined per person as including the time a customer boards a vehicle until the customer exits that vehicle. All trips will be considered "curb-curb" unless requested as "door-to-door" (in which the driver will knock on the door of the pick-up location). Driver will be available to assist the customer to board or exit the vehicle as necessary. Drivers will not enter building or facilities, but instead will use the vehicle horn to alert the customer of arrival if he or she is unable to know without entering a building or facility.

Within the defined LFPT Service Area	\$18.00 per one-way trip
Outside the defined LFPT Service Area	\$18.00 plus \$3.50 per mile

Fee for "No Shows"

A "No Show" is defined as a driver arriving to pick up a customer, without the customer boarding the vehicle. LFPT will make reasonable attempts to contact the customer to let the customer know the bus is outside and waiting. This may include the driver honking, knocking on the door or the LFPT Dispatcher phoning the residence. After 5 minutes of no response from the customer, the driver will be instructed to pull away.

Fees charged for all other "No Show" trips will be billed at the rate of \$18.00 within the LFPT service area. It is to the benefit of Vendor to cancel rides as soon as is practical in order to reduce the number of "No Shows".

5. **Roles and Responsibilities:**

Vendor will assist LFPT in the following manner:

- a) Vendor will provide a list of personnel who are approved to authorize customer rides

- b) Vendor will notify LFPT of additional riders by 12:00 p.m. on the day before the ride is needed.
- c) Vendor will cancel a ride by contacting LFPT at least one hour before the scheduled pick-up time. If the ride is cancelled "timely" there will be no charge for the trip.
- d) Vendor will suspend or terminate riders who violate LFPT standards. The following behaviors are prohibited by riders while on board any vehicle: smoking, eating, drinking, consumption of alcoholic beverages, rude or offensive behavior, abusive language or behavior, sexual harassment, unauthorized carrying of concealed weapons.

LFPT will provide the following:

- a) LFPT will provide a written reply via Fax or email upon receipt of the ride scheduling information within 1 business day to either confirm or deny the requested trip.
 - b) LFPT guarantees that it will complete all accepted rides 100% of the time and guarantees the customer will arrive at their scheduled appointment on time at least 95% of the time.
 - c) LFPT will notify Vendor within one (1) business day if the customer was a "no show" any portion of the trip.
 - d) As a condition of its participation in the Title XX program, LFPT hereby understands and agrees to adhere to all of the terms and conditions applicable to Learning Never Ends.
6. **Hours of Operation:** LFPT agrees to provide transportation service to Vendor within the normal operating hours. There will be no transportation services provided for the following major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
7. **Trip Requests:** See attached identified as Exhibit A. Vendor agrees to facilitate trip requests using this form. This form is to be e-mailed to ccarter@ci.lancaster.oh.us and to athimmes@ci.lancaster.oh.us or faxed to (740) 681-5088. LFPT will respond to the requests within 1 business day to confirm receipt and acceptance of the trip to the individual listed as the primary contact.
8. **Communication:** In case of cancellations or other changes regarding trips, LFPT will provide a voicemail system that is available 24 hours a day as well as having personnel available beginning at 6:00 am on normal operating days at (740) 681-5086. Changes and/or cancellations may also be e-mailed to ccarter@ci.lancaster.oh.us and athimmes@ci.lancaster.oh.us.
9. **Inclement Weather:** LFPT agrees to notify Vendor of any reductions in service. LFPT will also notify all local media (Channels 4, 6, and 10. Radio stations 90.9 and WLOH) of any closures. LFPT typically operates during level one and two emergencies with limited interruptions in service. In the case of a level 3 emergency, LFPT will not operate. LFPT agrees to notify Vendor of any interruptions in service and/or cancellations prior to 6:00 am.
10. **Range of Service:** LFPT agrees to provide transportation service within the defined service area. LFPT is also permitted to provide transportation services beyond the defined service area within

a 100-mile radius from the limits of the defined service area if the fully allocated costs of the trips are recovered. LFPT agrees to provide transportation services to Vendor within the defined service area and within the allowable 100-mile radius surrounding the defined service area.

11. **Personal Care Attendants:** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary to assist the passenger. If a customer required a personal care attendant to accompany the customer, Vendor will not be charged additional fees.
12. **Policy on Transportation of Minor Children:** LFPT, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, LFPT will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children, and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by LFPT, that any vendor making such requests will provide prudent and necessary guardianship for the minor child during the transportation.
13. **Employee Information:** LFPT (and its Service Provider) is willing to provide vendor any necessary employee information so that vendor may conduct background investigations to determine that no LFPT (or service provider) employees represent any potential conflict of interest that may compromise the safety of vendor customers.
14. **Confidentiality:** LFPT agrees to comply with all Federal and State laws applicable to vendor and/or customers of vendor concerning confidentiality of vendor customers. LFPT agrees that the use or disclosure of information concerning vendor customers for any purpose is prohibited.

LFPT will comply with 42USC Sections 1320d through 1230d-8, and to implement regulations 45CFR Section 164.504€ regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by LFPT from or on behalf of vendor that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45CFR 164.501 and any amendments thereto.

15. **Equal Employment Opportunity:** LFPT shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.
16. **Invoicing:** LFPT shall submit monthly an accurate and complete invoice to the Vendor for services provided during the previous month. Vendor will review all invoices for accuracy before

making payment within 30-45 days after receipt of invoice. Invoices will be submitted in a Microsoft Excel format and will be directed to a specific person indicated by Vendor.

17. **Termination:** This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Upon ninety (90) days written notice given by either party (LFPT or Vendor to the other) may terminate this contract.
18. **Conflict of Interest:** LFPT agrees not to permit funds to be paid or committed to be paid to any corporation, firm, association, or business in which any of the members of the governing body of the Vendor, executive personnel, or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee: unless the services or goods involved are provided at a competitive cost and under terms favorable to Vendor. LFPT shall make written disclosure of any and all financial transactions of the Vendor in which a member of the board or his/her immediate family is involved. LFPT agrees to the requirements of rule as applicable in the Ohio Administrative Code.
19. **Evaluation and Monitoring:** LFPT, with cooperation of Vendor, will complete periodic monitoring and review activities as deemed necessary by LFPT to ensure compliance with the terms of this contract. The continuation of the contract shall be contingent upon the achievement of the objectives contained in the contract.
20. **Violation or Breach of Contract Terms:** Neither party shall be relieved of liability to the other for damages sustained by virtue of any breach of the contract. Both parties reserve the right to legal, administrative, and contractual remedies for damages sustained by virtue of any breach of the contract. Vendor may withhold any compensation and LFPT may withhold services until the amount of damages due is agreed upon or otherwise terminated.
21. **Civil Rights:** LFPT agrees there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that Vendor will comply with all appropriate Federal and State laws regarding such discrimination.
22. **Compliance Requirements:** LFPT shall perform its obligations under this contract in conformity with all applicable local, State and Federal rules, laws and regulations. The requirements include but are not limited to the following (when applicable):
 - a) Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Vendor regulations 40 CFS Part 15.
 - b) Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689
 - c) Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.

- d) Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.
- e) Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR Part 5
- f) Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- g) Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

23. **Retention of Records:** LFPT shall retain and make available for audit by Vendor, the State of Ohio (including, but not limited to, Ohio Department of Developmental Disabilities, the Auditor of the State of Ohio, Inspector General, or duly appointed law enforcement officials), and agencies of the United States Government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to Vendor by LFPT for so long as any of the above entities have the right to audit the books and records of LFPT, which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, LFPT shall retain such records until the conclusion of the audit and resolution of all related issues.

24. **Private Entity:** As a public institution LFPT is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, LFPT agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of LFPT's obligation to indemnify Vendor under this Agreement, LFPT hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to LFPT's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend Vendor for damages arising out of the negligent acts of Vendor or its officers, employees, agents and volunteers.

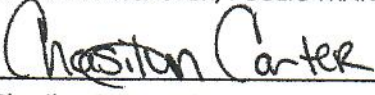
To meet this obligation, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to Vendor. LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

25. **Contact Information:**

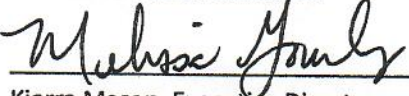
- a) Scheduling: Amber Thimmes, Scheduler
Phone 740.681.5086 ext. 2204
Fax 740.681-5088
Email athimmes@ci.lancaster.oh.us

- b) Administration: Chasilyn Carter, Director
Phone 740.687.6858
Fax 740.681.5088
Email ccarter@ci.lancaster.oh.us
Courtney Martin, Administrative Assistant
c) Billing Phone 740.681.5086 ext. 2206
Email cmartin@ci.lancaster.oh.us

CITY OF LANCASTER, PUBLIC TRANSIT


Chasilyn Carter, Director

LEARNING NEVER ENDS, LLC


Kierra Mason, Executive Director

Melissa Grouley, CEO/owner

EXHIBIT A**TRIP REQUEST FORM****Fairfield County Board of DD
LFPT Trip Request Form**

Date of Request

ICS	ICS Phone #:	Email Address

Funding Source (please circle) Adult Day Routes

Local Contract

Waiver Billing

Person Being Transported

Name	DOB	Phone #	Emergency Contact Name	Contact's Phone #

Pick-up Address	City/Zip	Drop Off Address	City/Zip	Drop Off Phone#

Begin Date for Transportation

End Date for Transportation

Frequency (please circle)

One Time Only

Recurring

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Appointment Date						
Appointment Time						
End Time						

Assistance (Please Circle)

Wheelchair

Scooter

Walker

Door to Door

Oxygen

PCA

Other Device (Describe)

Special Instructions

--

SERVICE AGREEMENT

Between
Lancaster-Fairfield (OH) Public Transit System
and
Pickerington Local School District

WHEREAS, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide special needs transportation to students of Pickerington Local School District, hereinafter referred to as the School; and

WHEREAS, the School agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the School agree, and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4:00 pm. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$20.00 per one-way trip per day (per vehicle) within Fairfield County. This rate shall apply to each round trip (base to base/school to school) for the 2023-2024 school year.
3. **AUTHORIZATION.** The school will prepare a list of persons who are approved to authorize or cancel student rides and submit list to LFPT. The school is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The school will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or a designee of either entity declares an emergency or closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event the student is a child under the age of ten, the School will either
 - A) Provide a responsible adult to accompany the student as a personal care attendant,
 - OR
 - B) Provide LFPT with written authorization from the parent(s) or guardian of the student providing authorization to provide transportation AND a list of

individuals designated by the parent or guardian to assume responsibility for the student upon drop off at a residence.

In addition, the school will provide LFPT with a contact name and phone number at the alternative school location.

8. **RIDE CANCELLATIONS.** School agrees to notify LFPT immediately of any cancellations by contacting the LFPT dispatcher.
9. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate per day. LFPT will call the school to report that the student was not available for pick-up as scheduled.
10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle:

A) Smoking	D) Consumption of alcoholic beverages
B) Expectorating	E) Rude, offensive, abusive language or behavior
C) Eating or Drinking	F) Sexual harassment
	G) Concealed Weapons

LFPT reserves the right to permanently or temporarily deny service or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the school will be notified immediately. The student will not be transported until reauthorized in writing by the school.
11. **OPEN ROUTE.** Lancaster-Fairfield Public Transit will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.
12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the school. Payment will be due within 30 days of statement date.
13. **INDEMNITY AND LIABILITY INSURANCE.**

Indemnity: LFPT will indemnify and hold harmless the Pickerington Local School District against any loss, penalties, damage, settlements, costs, professional fees and/or other related expenses incurred through the provision of services under this contract, unless a student or employee of said school district acts maliciously or with gross neglect.

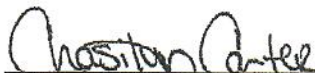
Insurance: LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.
14. **CIVIL RIGHTS.** LFPT and the school agree that, as a condition to this contract, there shall be no discrimination against any student or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further

agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on August 1, 2023 and terminates on June 15, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 7 day of September, 2023, by their respective authorized officials.

Lancaster-Fairfield Public Transit


Chasilyn Carter, Director

Pickerington Local School District



Administrative Office:

746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:

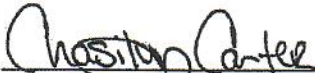
Attn:
90 East Street
Pickerington, OH 43147
Phone: 614-834-2164
Fax: 614-833-3641

agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on August 1, 2023 and terminates on June 15, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 8 day of Sept., 2023, by their respective authorized officials.

Lancaster-Fairfield Public Transit


Chasilyn Carter, Director

Pickerington Local School District

 greg stewart

Administrative Office:

746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:

Attn:
90 East Street
Pickerington, OH 43147
Phone: 614-834-2164
Fax: 614-833-3641

SERVICE AGREEMENT

Between
Lancaster-Fairfield (OH) Public Transit System
and
Teenworks

WHEREAS, the Lancaster-Fairfield Public Transit System, herein after referred to as LFPT, agrees to provide transportation for Teenworks, herein after referred to as the Agency; and

WHEREAS, the Agency agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4 pm. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$18.00 per trip. This rate shall apply to each round trip (base to base).
3. **AUTHORIZATION.** The agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to LFPT. The agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants, but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the agency will either
 - A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

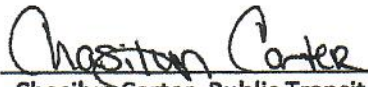
Insurance: LFPT shall maintain physical damage, collision, and liability insurance on all vehicles utilized to provide service in the minimum amount of \$1,000,000.

13. **CIVIL RIGHTS.** LFPT and the agency agree that, as a condition to this contract, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

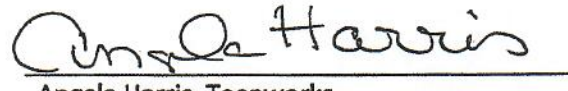
This Service Agreement takes effect on January 1st, 2024 and terminates on December 31, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the 8th day of September, 2023, by their respective authorized officials.

Lancaster Public Transit System


Chasilyn Carter, Public Transit
Administrator

Teenworks


Angela Harris, Teenworks
Title: Executive Director

Administrative Office:

746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:

angelaharris@teenworks.biz

SERVICE AGREEMENT

Between
Lancaster-Fairfield (OH) Public Transit System
and
YMCA

WHEREAS, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide transportation in the Lancaster service area to students of YMCA, hereinafter referred to as the center; and

WHEREAS, the center agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the center agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$30.00 a day per vehicle to transport students. This rate shall apply to each round trip (base to base). Fee will be \$15.00 per one-way trip per vehicle.
3. **AUTHORIZATION.** The center will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to LFPT. The center is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The center will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will provide all accepted and scheduled rides, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation. In addition, the center will provide LFPT with a contact name and phone number at the alternative center location.
8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the center at the regular rate per day. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. If calling after our normal hours a voicemail may be left. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.
9. **NO-SHOW RIDES.** If LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate per day.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle: Smoking; Consumption of alcoholic beverages; expectorating; rude, offensive, abusive language or behavior; eating or drinking; sexual harassment; concealed weapons

LFPT reserves the right to permanently or temporarily deny service or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the center will be notified immediately. The student will not be transported until reauthorized in writing by the center. In addition to LFPT's rights to deny service, the center will not reauthorize transport for a student who has been denied service for behavior problems three times.

11. **OPEN ROUTE.** LFPT will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.

12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the center. Payment will be due within 30 days of statement date.

13. **CIVIL RIGHTS.** LFPT and the center agree that, as a condition to this contract, there shall be no discrimination against any student or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

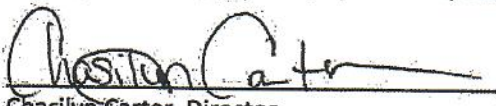
14. **PRIVATE ENTITY.** As a public institution LFPT is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, LFPT agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of LFPT's obligation to indemnify Center under this Agreement, LFPT hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to LFPT's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend center for damages arising out of the negligent acts of Center or its officers, employees, agents and volunteers.

To meet this obligation, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to center

LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

This Service Agreement takes effect on January 1, 2023 and terminates on December 31, 2023. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the January day of 1st 2023, by their respective authorized officials.



Chasilyn Carter, Director
Lancaster-Fairfield Public Transit
Administrative Office:
746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858 / Fax: 687-6859


YMCA, Director

Billing Address:
465 W Sixth Ave
Lancaster, Ohio 43130
Phone: / Fax:



SERVICE AGREEMENT

Between
Lancaster-Fairfield (OH) Public Transit System
and
Work Force Development

WHEREAS, the Lancaster-Fairfield Public Transit System, herein after referred to as LFPT, agrees to provide transportation for Work Force Development, herein after referred to as the Agency; and

WHEREAS, the Agency agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the Agency agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. Operating hours are: Monday – Friday, 6 am – 6 pm, Saturday, 7 am – 4:00 pm. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. Agency will be notified at least 48 hours in advance of any changes of these hours, unless emergency closure is in effect. Agency understands and agrees that this is not a charter service; therefore, there may be general public riders on the vehicles at any given time.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$17.90 per (1) rider. This rate shall apply to each round trip (base to base). When multiple trips are scheduled with same pick-up locations but different drop off locations this rate will increase as follows \$22.90 (2) Riders, \$27.90 (3+) Riders. With a max daily amount of \$29.60 per day.
3. **AUTHORIZATION.** The Agency will prepare a list of persons who are approved to authorize or cancel rides and submit list to LFPT. The Agency is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The Agency will provide the schedule of rides. This schedule will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will schedule the ride at the requested time unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** In the event that the rider is a child under the age of ten, the Agency will either

- A) Provide a responsible adult to accompany the individual as a personal care attendant,

OR

- B) Provide LFPT with written authorization from the parent(s) or guardian of the individual providing authorization to provide transportation AND a list of individuals designated by the parent or guardian to assume responsibility for the individual upon drop off at a residence.

In addition, the Agency will provide LFPT with a contact name and phone number at the location.

8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the Agency at the regular rate. LFPT operates from 6 a.m. to 6 p.m. Monday through Friday, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations may be made through a voicemail system that is available 24 hours a day as well as having personnel available 7:30am to 4 pm on normal operating hours. Rides are scheduled only between 7:30 a.m. and 4 p.m., Monday through Friday.
9. **NO-SHOW RIDES.** If the LFPT arrives at a designated location to pick-up an individual and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate.

LFPT will notify the Agency to report that the individual was not available for pick-up as scheduled.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or passengers while on board any vehicle:

- | | |
|-----------------------|--|
| A) Smoking | D) Consumption of alcoholic beverages |
| B) Expectorating | E) Rude, offensive, abusive language or behavior |
| C) Eating or Drinking | F) Sexual harassment |
| | G) Concealed Weapons |

LFPT reserves the right to permanently or temporarily deny service or to remove any individual who engages in any of these behaviors. If an individual has been denied service because of behavior at pick-up point, the Agency will be notified immediately. The individual will not be transported until reauthorized in writing by the Agency.

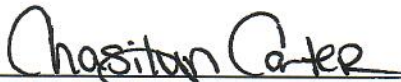
11. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the Agency. Payment will be due within 30 days of statement date.

12. CIVIL RIGHTS. LFPT and the Agency agree that, as a condition to this contract, there shall be no discrimination against any individual or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.

This Service Agreement takes effect on January 1, 2024 and terminates on December 31, 2024. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the _____ day of _____, 2023, by their respective authorized officials.

Lancaster Public Transit System



Chasilyn Carter, Public Transit

Director

Work Force Development

Aundrea N. Cordle
County Administrator

Administrative Office:

746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858
Fax: 681-5088

Billing Address:

4465 Coonpath Rd NW
Carroll OH 43112
Phone: 740-652-7163
Email: rick.szabrak@fairfieldcountyohio.gov

SERVICE AGREEMENT

Between
Lancaster-Fairfield (OH) Public Transit System
and
First Impressions Early Learning Center

WHEREAS, the Lancaster-Fairfield Public Transit System, hereinafter referred to as LFPT, agrees to provide transportation in the Lancaster service area to students of First Impressions Early Learning Center, hereinafter referred to as the center; and

WHEREAS, the center agrees to purchase said services from LFPT;

NOW THEREFORE, LFPT and the center agree and covenant as follows:

1. **HOURS OF OPERATION.** Transit service will be provided by LFPT during its regular operating hours only. LFPT is closed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.
2. **FARE.** Transit service will be provided by LFPT at a rate of \$36.00 a day per vehicle to transport students. This rate shall apply to each round trip (base to base). Fee will be \$18.00 per one-way trip per vehicle.
3. **AUTHORIZATION.** The center will prepare a list of persons who are approved to authorize or cancel Student rides and submit list to LFPT. The center is responsible to maintain accuracy of the list by removal and addition of eligible names, as updates are needed.
4. **RIDE SCHEDULING.** The center will provide the school year calendar as the schedule of rides for the student. This calendar will be considered a standing order for rides unless notified otherwise. Procedures to cancel a ride are described in Section 8 of this agreement.
5. **LFPT GUARANTEE.** LFPT guarantees that it will provide all accepted and scheduled rides, unless the Fairfield County Sheriff or his Designee declares an emergency and closes the roads.
6. **PERSONAL CARE ATTENDANTS.** LFPT will not provide personal care attendants but will allow an attendant to ride without fare if the attendant is deemed necessary for the eligible individual's mobility.
7. **TRANSPORT OF MINOR CHILDREN.** Vendor, by design, has not adopted a written policy regarding the transportation of minor children. This has allowed for discretionary decisions to be made according to individual circumstances. All drivers have been screened through criminal background checks, and all vehicles are equipped with video recording equipment; however, and depending upon the circumstances, vendor will make exceptions to this internal rule if all parties (parents, guardians, case managers, school personnel, etc.) are aware that the purpose of the trip is for transportation only. Drivers are not expected to provide supervision to minor children and are not responsible to "hand-off" passengers to responsible parties in a chain-of-custody manner upon arrival at a destination. It is expected that if a minor child is to be transported by vendor, that any agency making such requests will provide prudent and necessary guardianship for the minor child during the transportation. In addition, the center will provide LFPT with a contact name and phone number at the alternative center location.
8. **RIDE CANCELLATIONS.** To cancel a ride, an authorized person must notify LFPT dispatcher at least two hours before the scheduled pick-up time. If a cancellation is not received at least two hours in advance, the ride will be considered a "late cancellation" and will be billed to the center at the regular rate per day. LFPT operates from 6 a.m. to 6 p.m. on Mondays through Fridays, 7 a.m. to 4:00 p.m. on Saturdays. Ride cancellations are taken at any time during these hours. If calling after our normal hours a voicemail may be left. Rides are scheduled only between 8 a.m. and 4 p.m., Monday through Friday.
9. **NO-SHOW RIDES.** If LFPT arrives at a designated location to pick-up a student and he/she is not available for the ride, this will be considered a "no-show." Each no-show will be included into the regular rate per day.

10. **INAPPROPRIATE BEHAVIORS.** The following behaviors are not permitted by drivers or Students while on board any vehicle: Smoking; Consumption of alcoholic beverages; expectorating; rude, offensive, abusive language or behavior; eating or drinking; sexual harassment; concealed weapons

LFPT reserves the right to permanently or temporarily deny service or to remove any student who engages in any of these behaviors. If a student has been denied service because of behavior at pick-up point, the center will be notified immediately. The student will not be transported until reauthorized in writing by the center. In addition to LFPT's rights to deny service, the center will not reauthorize transport for a student who has been denied service for behavior problems three times.

11. **OPEN ROUTE.** LFPT will make every effort to ensure timely arrival of students. However, the school acknowledges that said service is public transportation and not a charter service; therefore, the vehicles will be open to general public ridership at any point in time during said transportation.
12. **BILLING.** LFPT will, within five (5) working days of the end of each month, submit an invoice to the center. Payment will be due within 30 days of statement date.
13. **CIVIL RIGHTS.** LFPT and the center agree that, as a condition to this contract, there shall be no discrimination against any student or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that LFPT will comply with all appropriate federal and state laws regarding such discrimination.
14. **PRIVATE ENTITY.** As a public institution LFPT is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, (i) to the extent permitted by Ohio law, LFPT agrees to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement, and (ii) specifically, in lieu of LFPT's obligation to indemnify Center under this Agreement, LFPT hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to LFPT's role in connection with this Agreement. The foregoing shall not be construed as an obligation to indemnify or defend center for damages arising out of the negligent acts of Center or its officers, employees, agents and volunteers.

To meet this obligation, LFPT agrees to maintain continuous coverage for Auto Liability, General Liability and Physical Damage. The limits for each liability line of coverage shall be a minimum of \$1,000,000 per occurrence. As proof of coverage, and without granting further legal rights, LFPT shall provide a certificate of coverage to center

LFPT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of this contract, Workers' Compensation Insurance or self-insurance.

This Service Agreement takes effect on January 1, 2024 and terminates on January 2, 2025. Either party can terminate the Agreement with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and executed as of the _____ day of _____ 2023, by their respective authorized officials.

Chasilyn Carter, Director
Lancaster-Fairfield Public Transit
Administrative Office:
746 Lawrence Street
Lancaster OH 43130
Phone: 687-6858 / Fax: 687-6859


_____, Director
First Impressions Early Learning Center
Billing Address:
2642 Columbus-Lancaster Rd; PO Box 2239
Lancaster, Ohio 43130
Phone: 681-7040 / Fax: 687-0126