



## TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Marion Senior Services  
1101 SW 20<sup>th</sup> Court, Ocala, FL 34471

**July 16, 2015**  
**2:30 PM**

### AGENDA

1. Call to Order and Roll Call
2. Proof of Publication
3. Section 5311 Grant Application
4. Community Transportation Coordinator Contract
5. Community Transportation Coordinator Rate Schedule
6. Minutes
  - a. Public Hearing: April 16, 2015
  - b. Meeting: April 16, 2016
7. Comments by TDLCB Members
8. Comments by Community Transportation Coordinator (CTC)
9. Comments by TPO Staff
10. Public Comment
11. Adjournment

*The next meeting of the TDLCB will be held on Thursday, October 15, 2015.*

If reasonable accommodations are needed for you to participate in this meeting, please call the TPO Office at (352) 629-8297 forty-eight (48) hours in advance, so arrangements can be made.



**July 7, 2015**

**TO: TDLCB Members**

**FROM: Kenneth Odom, Transportation Planner**

**RE: Section 5311 Trip & Equipment Grant Agreement**

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Marion Senior Services has been awarded operational funding under Section 5311 by the State of Florida Commission for the Transportation Disadvantaged. This funding is intended to provide non-sponsored trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code. Operational funding amounts are:

• CTD State Funds (Section 5311)	\$822,167
• Local Cash Funds	\$91,352
• Voluntary Cash Contribution	\$49
• <u>Monetary Value of In-Kind Match</u>	<u>\$5</u>
<b>Total Cost</b>	<b>\$913,573</b>

The grant agreement is included for your review and will be available for discussion at the July 16, 2015 meeting. If you have any questions regarding this proposal please contact me in our office at (352) 629-8297.

SAMAS Approp: 108846 Fund: TDTF FM/Job No(s): 43202718401/43202818401  
SAMAS Obj.: 750074 Function: 035 CSFA No. 55.001  
Org Code: 55 12 00 00 952 Contract No.: \_\_\_\_\_ Vendor No.: 237-362-750-004

## FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Marion Senior Services, 1101 Southwest 20th Court, Ocala, Florida, 34474, hereinafter called the Grantee.

### W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by an agency, and/or capital equipment purchased for the provision of non-sponsored transportation services and other responsibilities identified in Chapter 427, Florida Statutes or rules thereof;

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

#### **1.00 Purpose of Agreement:** The purpose of this Agreement is to:

Provide non-sponsored transportation trips and/or capital equipment to the non-sponsored transportation disadvantaged in accordance with the Transportation Disadvantaged Trust Fund in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment, and as further described in this Agreement and in Exhibit(s) A, B, and C, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide non-sponsored financial assistance to the Grantee and state the terms and conditions upon which such non-sponsored financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for non-sponsored transportation services and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

#### **2.00 Accomplishment of the Project:**

**2.10 General Requirements:** The Grantee shall commence, and complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Grantee:** The Grantee will use its best efforts to enable the Grantee to provide the necessary funds or in-kind contributions necessary for the completion of the Project.

**2.40 Submission of Proceedings, Contracts and Other Documents and Products:** The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

**2.50 Incorporation by Reference:** The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant.

**2.60 Monitoring and Evaluation:** The law provides that each local coordinating board annually evaluate the performance of the Grantee using evaluation criteria approved by the Commission. A copy of the evaluation report will be given to the designated official planning agency and the Commission. The Grantee must fully cooperate with the local coordinating board in the performance of its duties. The Grantee shall submit to the local coordinating board such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as provided by law, rule or under this agreement. Failure by the Grantee to cooperate with, or to provide such documents or other products to the local coordinating board may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

**3.00 Total Project Cost:** The total estimated cost of the Project is \$913,573.00. This amount is based upon the amounts summarized in Exhibit "B" and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Article 11.00 hereof after completion of the project.

**4.00 Commission Participation:** The Commission agrees to maximum participation, including contingencies, in the Project in the amount of \$822,216 as detailed in Exhibit "B," or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit "B," whichever is less.

**4.10 Eligible Costs:** Trip and Equipment Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs which is not sponsored by any other agency, and then only if a match, as specified in the Program Manual for the Trip and Equipment Grant, is provided by the Grantee. Trip and Equipment Grant Funds may also be used to purchase capital equipment used for the provision of non-sponsored transportation services.

**4.20 Eligible Project Expenditures:** Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
- b) Availability of funds as stated in Article 17.00 of this Agreement;
- c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
- d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

**4.30 Project Funds:** In addition to other restrictions set out in this Trip and Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

**4.31 Transfer of Funds:** A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

**4.32 Use of Vehicles:** The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system.

**4.40 Front End Funding:** Front end funding is not applicable.

**5.00 Retainage:** Retainage is not applicable.

## **6.00 Project Budget and Disbursement Schedule:**

**6.10 The Project Budget:** The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit "B," carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the

Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Article 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Article 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

**6.20 Schedule of Disbursements:** The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit "B." This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit "B" requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total up to any given month as indicated in the disbursement schedule in Exhibit "B." Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

## **7.00 Accounting Records, Audits and Insurance:**

**7.10 Establishment and Maintenance of Accounting Records:** The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the non-sponsored financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such non-sponsored financing accounts are referred to herein collectively as the "Project Account."

The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide "sponsored" transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the "sponsored" transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records

shall be retained until resolution of the audit findings.

**7.20 Funds Received Or Made Available for The Project:** The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all non-sponsored transportation payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

**7.30 Costs Incurred for the Project:** The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

**7.40 Documentation of Project Costs and Claims for Reimbursement:** All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges

The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were promised. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

#### **7.60 Audits:**

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state

agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Grantee a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:
  - i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption



statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

- viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, DFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, DFS or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

**7.70 Insurance:** The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

**7.71 Liability:** Liability coverage in an amount of \$200,000 for any one (1) person, \$300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

**7.72 Collision:** Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

**7.73 Property Insurance:** The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

**7.74 Other Insurance:** The above required insurance will be primary to any other insurance coverage that may be applicable.

## **8.00 Requisitions and Payments:**

**8.10 Preliminary Action by the Grantee:** In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

**8.11 File with the Commission for the Transportation Disadvantaged,** 605 Suwannee Street, Mail Station 49, Tallahassee, Florida, 32399-0450, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit "B" hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

**8.12** Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

**8.20 The Commission's Obligations:** Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

**8.21 Misrepresentation:** The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

**8.22 Litigation:** There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

**8.23 Required Submittals/Certifications:** The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

**8.25 Default:** The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

**8.26 Supplanting of Funds:** The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

**8.30 Disallowed Costs:** In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit "B."

**8.40 Invoices for Goods or Services:** Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay

the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 3A-24, 41-2 and 60A-1, Florida Administrative Code, and the Program Manual for the Trip and Equipment Grant is met.

**8.50 Commission Claims:** If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

## **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

**9.20 Action Subsequent to Notice of Termination or Suspension:** Upon receipt of any final termination or suspension notice under this Paragraph, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the

Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

**9.30 Public Access to Records:** The Commission reserves the right to unilaterally cancel this agreement for refusal by the Grantee or its contractors to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all

Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

**11.00 Audit and Inspection:** The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

## **12.00 Contracts of the Grantee:**

**12.10 Third Party Agreements:** The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

**12.30 Competitive Procurement:** Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

## **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all

its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

### **13.30 Prohibited Interests:**

**13.31 Contracts or Purchases:** Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

**13.32 Business Conflicts:** Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

**13.33 Solicitations:** No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

**13.34 Former Employees - Contractual Services:** Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

**13.35 Former Employees - Consulting Services:** The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in

significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

**13.40 Non-discrimination of Persons With Disabilities:** The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

**13.50 Lobbying Prohibition:** No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this paragraph supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

**13.60 Public Entity Crimes:** No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

**13.70 Homeland Security:** Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

Refer to the U.S. Department of Homeland Security's website at [www.dhs.gov](http://www.dhs.gov) to learn more about E-Verify.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

**14.20 Commission Not Obligated to Third Parties:** The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

**14.40 How Contract Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement

shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus and Commissions:** By execution of the Agreement the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.



## **14.70 Purchased Vehicles or Equipment:**

**14.71 Maintenance of Purchased Vehicles or Equipment:** The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

**14.72 Utilization:** The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the non-sponsored and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for non-payment by the Commission as provided in Paragraph 8.25.

**14.73 Disposal of Purchased Project Equipment:** Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

- a) While the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services for the non-sponsored. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life and at this time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of trip and equipment grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

**15.00 Plans and Specifications:** In the event that this agreement involves the purchasing of capital equipment or major components thereof, upon the Commission's request, the Grantee shall submit to the Commission, certification that all such equipment meets or exceeds the requirements as identified in Exhibit "A." Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Paragraph 8.23.

**16.00 Contractual Indemnity:** To the extent permitted by law, the Grantee shall indemnify, defend, save, and hold harmless the Commission and all their officers, agents or employees from all suits, actions, claims, demands, and liability of any nature whatsoever arising out of, because of, or due to breach of the agreement by the Grantee or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Grantee, its subcontractors, agents or employees. Neither the Grantee nor any of its agents will be liable under this article for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of their officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes or any similar

provision of law. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's or any subcontractor's or other entity's negligence.

### **17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

**18.00 Expiration of Agreement:** The Grantee agrees to complete the Project on or before June 30, 2016. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure

established in Article 9.00 of this agreement shall be initiated. For the purpose of this Article, completion of project is defined as the latest date by which services may have been provided or equipment funds may have been received as provided in the project description (Exhibit "A"). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2016.

**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

### **21.00 Vendors and Subcontractors Rights:**

**21.10** Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516 or toll free (877) 693-5236.

**21.20 Payment to Subcontractors:** Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

**22.00 Modification:** This Agreement may not be changed or modified unless authorized in writing by the Commission.

FM/JOB No(s). 43202718401/43202818401  
CONTRACT NO. \_\_\_\_\_  
AGREEMENT \_\_\_\_\_  
DATE \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

**GRANTEE: MARION SENIOR SERVICES**

**COMMISSION FOR THE TRANSPORTATION  
DISADVANTAGED**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE: Executive Director (Commission Designee)**

FM/JOB No(s). 43202718401/43202818401  
CONTRACT NO. \_\_\_\_\_  
AGREEMENT \_\_\_\_\_  
DATE \_\_\_\_\_

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**  
**TRIP/EQUIPMENT**

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Marion Senior Services, 1101 Southwest 20th Court, Ocala, Florida, 34474.

PROJECT LOCATION: Marion County (ies)

PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to the non-sponsored transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. Capital equipment will consist of:

None.

SPECIAL CONSIDERATIONS BY GRANTEE:

1. All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

SPECIAL CONSIDERATIONS BY COMMISSION:

Not applicable

FM/JOB No(s). 43202718401/43202818401  
 CONTRACT NO. \_\_\_\_\_  
 AGREEMENT \_\_\_\_\_  
 DATE \_\_\_\_\_

**EXHIBIT "B"**  
**PROJECT BUDGET AND DISBURSEMENT SCHEDULE**

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Marion Senior Services, 1101 Southwest 20th Court, Ocala, Florida, 34474.

**I. PROJECT COST:**

Estimated Project Cost shall conform to those eligible Costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2015-16 Program Manual for the Trip & Equipment Grant for non-sponsored trips and/or capital equipment. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit "B". At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion.

Non-sponsored Trips	\$	913,519.00	FM# <u>43202718401</u>
Voluntary Dollar	\$	54.00	FM# <u>43202818401</u>

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TOTAL	\$913,573.00
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**II. SOURCE OF FUNDS:**

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	<u>\$822,167.00</u>
Local Cash Funds	<u>\$91,352.00</u>
Voluntary Dollar Contributions	<u>\$49.00</u>
Monetary Value of In-Kind Match	<u>\$5.00</u>
<b>Total Project Cost</b>	<b><u>\$913,573.00</u></b>

**III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS**

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<u>FY_15/16</u>	68,573	68,513	68,513	68,513	68,513	68,513	68,513	68,513	68,513	68,513	68,513	68,513

# TRANSPORTATION DISADVANTAGED TRUST FUND SERVICE RATES EXHIBIT B PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Marion Senior Services  
EFFECTIVE DATE: \_\_\_\_\_

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile or Trip)	COST PER UNIT \$
Ambulatory	Passenger Mile	3.96
Wheelchair	Passenger Mile	6.79
Stretcher	Passenger Mile	10.00



FM/JOB No(s). 43202718401/43202818401  
CONTRACT NO.  
AGREEMENT  
DATE

**EXHIBIT "C"**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Commission for the Transportation Disadvantaged/Florida Department of Transportation  
**State Project Title:** COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD)  
TRIP AND EQUIPMENT GRANT PROGRAM  
**CSFA Number:** 55.001  
**\*Award Amount:** \$ 822,216.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.001 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



**July 7, 2015**

**TO: TDLCB Members**

**FROM: Kenneth Odom, Transportation Planner**

**RE: Memorandum of Agreement TD1535 - Marion CTC Designation**

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Marion Senior Services has been recommended by the TPO Board and approved by the Florida Commission for the Transportation Disadvantaged (CTD) to continue to serve as the Community Transportation Coordinator for Marion County. A Memorandum of Agreement (MOA) has been provided by the CTD that outlines the obligations and responsibilities for Marion Senior Services and the CTD. Please review the MOA and be prepared to discuss any concerns or questions that you may have regarding the MOA.

If you have any questions regarding the MOA please contact me in our office at (352) 629-8297.

STATE OF FLORIDA  
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED  
**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and Marion County Senior Services, 1101 SW 20<sup>th</sup> Court, Ocala, Florida, 34471, the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of Marion county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

- I. The Coordinator Shall:
  - A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
  - B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
  - C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
  - D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

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

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
  3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
  4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
  2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
  2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
  2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
  3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
  4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.



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

II. The Commission Shall:

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
  1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
  2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is:

Julie Poole, Interim Executive Director  
Marion County Senior Services, 1101 SW 20<sup>th</sup> Court, Ocala, Florida, 34471

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

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Coordinating Board Chairperson

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

COMMUNITY TRANSPORTATION  
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR  
THE TRANSPORTATION DISADVANTAGED:

Marion County Senior Services

Agency Name

Julie Poole

Printed Name of Authorized Individual

Signature: \_\_\_\_\_

Title: Interim Executive Director

\_\_\_\_\_  
Printed Name of Authorized Individual

Signature: \_\_\_\_\_

Title: Executive Director



**July 7, 2015**

**TO: TDLCB Members**

**FROM: Kenneth Odom, Transportation Planner**

**RE: Amended Trip Rates**

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The current rate model was previously approved by the TDLCB and the TPO Board and was scheduled to be valid until December 31, 2015. However, due to changes in CTD policies, it has become necessary to amend those rates. One of the most significant changes in how charges are applied per passenger trip is that the current rate model allows for a base charge and then additional charges per mile. The proposed model does not charge a base fee. Instead, only a per mile charge is used based on the level of patient mobility. Marion Transit Services is required to utilize the CTD Trip Rate Calculation process in order to calculate the annual rates and they take into account various items such as fringe benefits, labor and insurance. The rate changes are as follows:

	<u>Current</u>	<u>Proposed</u>
Ambulatory	\$8.00 base + \$2.76/mile	\$3.96/mile
Wheel Chair	\$16.50 base + \$3.74/mile	\$6.79/mile
Stretcher	Base + \$5.74/mile	\$10.00/mile

Another change of significant importance is that escorts assisting passengers will no longer be charged a fee to ride Marion Transit Services. Donna Hersom will provide additional information regarding the rate amendments as well as the changes that necessitated them.

If you have any questions regarding the updated rates prior to the July 16, 2015 meeting, please contact me in our office at (352) 629-8297.

# Preliminary Information Worksheet

Version 1.4

**CTC Name:** Marion Senior Services, Inc.

**County (Service Area):** Marion

**Contact Person:** Donna Hersom/Julie Poole

**Phone #** (352) 620-3519 or (352) 620-3501

Check Applicable Characteristic:

**ORGANIZATIONAL TYPE:**

- Governmental
- Private Non-Profit
- Private For Profit

**NETWORK TYPE:**

- Fully Brokered
- Partially Brokered
- Sole Source

***Once completed, proceed to the Worksheet entitled "Comprehensive Budget"***

# Comprehensive Budget Worksheet

Version 1.4

CTC: Marion Senior Services, Inc.  
County: Marion

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from Jan 1st of <b>2014</b> to Dec 31st of <b>2014</b>	Current Year's APPROVED Budget, as amended from Jan 1st of <b>2015</b> to Dec 31st of <b>2015</b>	Upcoming Year's PROPOSED Budget from Jan 1st of <b>2016</b> to Dec 31st of <b>2016</b>	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

## REVENUES (CTC/Operators ONLY / Do NOT include coordination contractors!)

### Local Non-Govt

Farebox	\$ 96,285	\$ 96,300	\$ 96,300	0.0%	0.0%	
Medicaid Co-Pay Received	\$ 1,213	\$ -	\$ -	-100.0%		
Donations/ Contributions						
In-Kind, Contributed Services						
Other	\$ 10,708	\$ -	\$ -	-100.0%		
<b>Bus Pass Program Revenue</b>						

### Local Government

District School Board						County cash is used as match for capital equipment and trips at the rates in this spreadsheet.
Compl. ADA Services						
County Cash	\$ 1,135,797	\$ 1,250,253	\$ 1,225,253	10.1%	-2.0%	
County In-Kind, Contributed Services						
City Cash	\$ -	\$ -	\$ -			
City In-kind, Contributed Services						
Other Cash						
Other In-Kind, Contributed Services						
<b>Bus Pass Program Revenue</b>						

### CTD

Non-Spons. Trip Program	\$ 660,944	\$ 822,216	\$ 822,216	24.4%	0.0%	
Non-Spons. Capital Equipment	\$ 138,168	\$ 138,168	\$ 138,168	0.0%	0.0%	
Rural Capital Equipment	\$ -	\$ -	\$ -			
Other TD (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### USDOT & FDOT

49 USC 5307						5311 paid at a per unit trip rate plus mileage.
49 USC 5310	\$ 329,521	\$ 571,126	\$ -	73.3%	-100.0%	
49 USC 5311 (Operating)	\$ 695,116	\$ 760,522	\$ 760,522	9.4%	0.0%	
49 USC 5311(Capital)						
Block Grant						
Service Development						
Commuter Assistance						
Other DOT (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### AHCA

Medicaid	\$ 827,318	\$ 40,000	\$ -	-95.2%	-100.0%	TD/Medicaid Contract ended February 28, 2015. Other AHCA are funds received from Access2Care - Broker facilitating transportation for Medicaid beneficiaries.
Other AHCA (specify in explanation)	\$ 238,403	\$ 420,000	\$ 420,000	76.2%	0.0%	
<b>Bus Pass Program Revenue</b>						

### DCF

Alcohol, Drug & Mental Health						
Family Safety & Preservation						
Comm. Care Dis./Aging & Adult Serv.						
Other DCF (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DOH

Children Medical Services						
County Public Health						
Other DOH (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DOE (state)

Carl Perkins						
Div of Blind Services						
Vocational Rehabilitation						
Day Care Programs						
Other DOE (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### AWI

WAGES/Workforce Board						
Other AWI (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

### DOEA

Older Americans Act						Other includes OAA, CCE, and Med Waiver contracts not at the prices calculated by this spreadsheet.
Community Care for Elderly						
Other DOEA (specify in explanation)	\$ 1,748	\$ 1,550	\$ 2,000	-11.3%	29.0%	
<b>Bus Pass Program Revenue</b>						

### DCA

Community Services						
Other DCA (specify in explanation)						
<b>Bus Pass Admin. Revenue</b>						

# Comprehensive Budget Worksheet

Version 1.4

CTC: Marion Senior Services, Inc.  
County: Marion

1. Complete applicable GREEN cells in columns 2, 3, 4, and 7

	Prior Year's ACTUALS from Jan 1st of 2014 to Dec 31st of 2014	Current Year's APPROVED Budget, as amended from Jan 1st of 2015 to Dec 31st of 2015	Upcoming Year's PROPOSED Budget from Jan 1st of 2016 to Dec 31st of 2016	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

## APD

Office of Disability Determination						
Developmental Services						
Other APD (specify in explanation)						
<b>Bus Pass Program Revenue</b>						

## D.J.J

(specify in explanation)						
<b>Bus Pass Program Revenue</b>						

## Other Fed or State

xxx						
xxx						
xxx						
<b>Bus Pass Program Revenue</b>						

## Other Revenues

Interest Earnings						
Insurance Loss Reimbursement	\$ 3,730	\$ -		-100.0%		
Fuel Tax Refund	\$ 55,595	\$ -		-100.0%		
<b>Bus Pass Program Revenue</b>						

## Balancing Revenue to Prevent Deficit

Actual or Planned Use of Cash Reserve						
---------------------------------------	--	--	--	--	--	--

Balancing Revenue is Short By =						
<b>Total Revenues =</b>	<b>\$4,194,546</b>	<b>\$4,100,135</b>	<b>\$3,464,459</b>	<b>-2.3%</b>	<b>-15.5%</b>	

## EXPENDITURES (CTC/Operators ONLY / Do NOT include Coordination Contractors!)

### Operating Expenditures

Labor	\$ 1,362,070	\$ 1,227,773	\$ 1,266,686	-9.9%	3.2%	Miscellaneous includes depreciation.
Fringe Benefits	\$ 467,907	\$ 482,690	\$ 487,840	3.2%	1.1%	
Services	\$ 305,898	\$ 304,905	\$ 306,707	-0.3%	0.6%	
Materials and Supplies	\$ 685,122	\$ 664,972	\$ 612,048	-2.9%	-8.0%	
Utilities	\$ 25,509	\$ 26,509	\$ 26,509	3.9%	0.0%	
Casualty and Liability	\$ 134,295	\$ 147,807	\$ 155,197	10.1%	5.0%	
Taxes	\$ 1,334	\$ 1,401	\$ 1,471	5.0%	5.0%	
Purchased Transportation:						
Purchased Bus Pass Expenses						
School Bus Utilization Expenses						
Contracted Transportation Services	\$ 149,105	\$ 9,209	\$ 9,210	-93.8%	0.0%	
Other	\$ -	\$ -	\$ -			
Miscellaneous	\$ 425,802	\$ 425,343	\$ 423,849	-0.1%	-0.4%	
Operating Debt Service - Principal & Interest						
Leases and Rentals	\$ 21,423	\$ 21,423	\$ 21,423	0.0%	0.0%	
Contrib. to Capital Equip. Replacement Fund						
In-Kind, Contributed Services	\$ -	\$ -	\$ -			
Allocated Indirect						

### Capital Expenditures

Equip. Purchases with Grant Funds	\$ 467,690	\$ 709,294	\$ 138,168	51.7%	-80.5%
Equip. Purchases with Local Revenue	\$ 69,631	\$ 78,811	\$ 15,352	13.2%	-80.5%
Equip. Purchases with Rate Generated Rev.					
Capital Debt Service - Principal & Interest					

<b>ACTUAL YEAR GAIN</b>	<b>\$78,761</b>					
<b>Total Expenditures =</b>	<b>\$4,115,785</b>	<b>\$4,100,135</b>	<b>\$3,464,460</b>	<b>-0.4%</b>	<b>-15.5%</b>	

See NOTES Below.

Once completed, proceed to the Worksheet entitled "Budgeted Rate Base"

ACTUAL year GAIN (program revenue) MUST be reinvested as a trip or system subsidy. Adjustments must be Identified and explained in a following year, or applied as a Rate Base Adjustment to proposed year's rates on the next sheet.

# Comprehensive Budget Worksheet

Version 1.4

CTC: Marion Senior Services, Inc.  
County: Marion

1. Complete applicable **GREEN** cells in columns 2, 3, 4, and 7

	Prior Year's <b>ACTUALS</b> from Jan 1st of <b>2014</b> to Dec 31st of <b>2014</b>	Current Year's <b>APPROVED</b> Budget, as <b>amended</b> from Jan 1st of <b>2015</b> to Dec 31st of <b>2015</b>	Upcoming Year's <b>PROPOSED</b> Budget from Jan 1st of <input type="text" value="2016"/> to Dec 31st of <b>2016</b>	% Change from Prior Year to Current Year	Proposed % Change from Current Year to Upcoming Year	Confirm whether revenues are collected as a system subsidy VS a purchase of service at a unit price.  Explain Changes in Column 6 That Are > ± 10% and Also > ± \$50,000
1	2	3	4	5	6	7

**Budgeted Rate Base Worksheet**

Version 1.4

CTC: Marion Senior Services, Inc.

County: Marion

1. Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
2. Complete applicable **GOLD** cells in column and 5

	Upcoming Year's <b>BUDGETED</b> Revenues		What amount of the <b>Budgeted Revenue</b> in col. 2 will be generated at the rate per unit determined by this spreadsheet, OR used as local match for these type revenues?	<b>Budgeted Rate Subsidy Revenue EXcluded from the Rate Base</b>	What amount of the <b>Subsidy Revenue</b> in col. 4 will come from funds to purchase equipment, OR will be used as match for the purchase of equipment?
	from Jan 1st of <b>2016</b> to Dec 31st of <b>2016</b>				
<b>1</b>	<b>2</b>		<b>3</b>	<b>4</b>	<b>5</b>

**REVENUES (CTC/Operators ONLY)**

Local Non-Govt

Farebox	\$ 96,300
Medicaid Co-Pay Received	\$ -
Donations/ Contributions	\$ -
In-Kind, Contributed Services	\$ -
Other	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

Local Government

District School Board	\$ -
Compl. ADA Services	\$ -
County Cash	\$ 1,225,253
County In-Kind, Contributed Services	\$ -
City Cash	\$ -
City In-Kind, Contributed Services	\$ -
Other Cash	\$ -
Other In-Kind, Contributed Services	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

CTD

Non-Spons. Trip Program	\$ 822,216
Non-Spons. Capital Equipment	\$ 138,168
Rural Capital Equipment	\$ -
Other TD	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

USDOT & FDOT

49 USC 5307	\$ -
49 USC 5310	\$ -
49 USC 5311 (Operating)	\$ 760,522
49 USC 5311(Capital)	\$ -
Block Grant	\$ -
Service Development	\$ -
Commuter Assistance	\$ -
Other DOT	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

AHCA

Medicaid	\$ -
Other AHCA	\$ 420,000
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

DCF

Alcohol, Drug & Mental Health	\$ -
Family Safety & Preservation	\$ -
Comm. Care Dis./Aging & Adult Serv.	\$ -
Other DCF	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

DOH

Children Medical Services	\$ -
County Public Health	\$ -
Other DOH	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

DOE (state)

Carl Perkins	\$ -
Div of Blind Services	\$ -
Vocational Rehabilitation	\$ -
Day Care Programs	\$ -
Other DOE	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

AWI

WAGES/Workforce Board	\$ -
AWI	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

DOEA

Older Americans Act	\$ -
Community Care for Elderly	\$ -
Other DOEA	\$ 2,000
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

DCA

Community Services	\$ -
Other DCA	\$ -
<b>Bus Pass Program Revenue</b>	<b>\$ -</b>

\$ 96,300	\$ -	\$ -
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\$ -	\$ -	\$ -

\$ -	\$ -	\$ -
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\$ 1,071,733	\$ 153,520	\$ 15,352
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\$ 822,216	\$ -	\$ -
\$ -	\$ 138,168	\$ 138,168
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\$ 760,522	\$ -	\$ -
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\$ 420,000	\$ -	\$ -
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\$ 2,000	\$ -	\$ -
\$ -	\$ -	\$ -

\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

YELLOW cells  
are **NEVER** Generated by Applying Authorized Rates

BLUE cells  
Should be funds generated by rates in this spreadsheet

local match req.  
\$ 91,357  
\$ 15,352  
\$ -  
\$ -  
\$ -

GREEN cells  
**MAY BE** Revenue Generated by Applying  
Authorized Rate per Mile/Trip Charges

Fill in that portion of budgeted revenue in Column 2 that will be **GENERATED** through the application of authorized per mile, per trip, or combination per trip plus per mile rates. Also, include the amount of funds that are Earmarked as local match for Transportation Services and **NOT** Capital Equipment purchases.

If the Farebox Revenues are used as a source of Local Match Dollars, then identify the appropriate amount of Farebox Revenue that represents the portion of Local Match required on any state or federal grants. This does not mean that Farebox is the only source for Local Match.

Please review all Grant Applications and Agreements containing State and/or Federal funds for the proper Match Requirement levels and allowed sources.

GOLD cells  
Fill in that portion of Budgeted Rate Subsidy Revenue in Column 4 that will come from Funds Earmarked by the Funding Source for Purchasing Capital Equipment. Also include the portion of Local Funds earmarked as Match related to the **Purchase of Capital Equipment** if a match amount is required by the Funding Source.



**Budgeted Rate Base Worksheet**

Version 1.4

CTC: **Marion Senior Services, Inc.**

County: **Marion**

- Complete applicable **GREEN** cells in column 3; **YELLOW** and **BLUE** cells are automatically completed in column 3
- Complete applicable **GOLD** cells in column and 5

Upcoming Year's BUDGETED Revenues	
from	
Jan 1st of	2016
to	Dec 31st of
2016	
1	2

What amount of the Budgeted Revenue in col. 2 will be generated at the rate per unit determined by this spreadsheet. OR used as local match for these type revenues?	Budgeted Rate Subsidy Revenue EXCLUDED from the Rate Base	What amount of the Subsidy Revenue in col. 4 will come from funds to purchase equipment. OR will be used as match for the purchase of equipment?
3	4	5

<b>APD</b>	
Office of Disability Determination	\$ -
Developmental Services	\$ -
Other APD	\$ -
<b>Bus Pass Program Revenue</b>	\$ -
<b>DJJ</b>	
DJJ	\$ -
<b>Bus Pass Program Revenue</b>	\$ -
<b>Other Fed or State</b>	
xxx	\$ -
xxx	\$ -
xxx	\$ -
<b>Bus Pass Program Revenue</b>	\$ -
<b>Other Revenues</b>	
Interest Earnings	\$ -
Insurance Loss Reimbursement	\$ -
Fuel Tax Refund	\$ -
<b>Bus Pass Program Revenue</b>	\$ -
<b>Balancing Revenue to Prevent Deficit</b>	
Actual or Planned Use of Cash Reserve	\$ -
<b>Total Revenues =</b>	<b>\$ 3,464,459</b>

\$ -	\$ -	
\$ -	\$ -	
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\$ -	\$ -	
<b>\$ 3,170,771</b>	<b>\$ 293,688</b>	<b>\$ 153,520</b>

<b>EXPENDITURES (CTC/Operators ONLY)</b>		<b>\$ 140,168</b>
<b>Operating Expenditures</b>		<b>Amount of Budgeted Operating Rate Subsidy Revenue</b>
Labor	\$ 1,266,686	
Fringe Benefits	\$ 487,840	
Services	\$ 306,707	
Materials and Supplies	\$ 612,048	
Utilities	\$ 26,509	
Casualty and Liability	\$ 155,197	
Taxes	\$ 1,471	
<b>Purchased Transportation:</b>		
Purchased Bus Pass Expenses	\$ -	
School Bus Utilization Expenses	\$ -	
Contracted Transportation Services	\$ 9,210	
Other	\$ -	
Miscellaneous	\$ 423,849	
<b>Operating Debt Service - Principal &amp; Interest</b>	<b>\$ -</b>	
Leases and Rentals	\$ 21,423	
Contrib. to Capital Equip. Replacement Fund	\$ -	
In-Kind, Contributed Services	\$ -	
Allocated Indirect	\$ -	
<b>Capital Expenditures</b>		
Equip. Purchases with Grant Funds	\$ 138,168	
Equip. Purchases with Local Revenue	\$ 15,352	
Equip. Purchases with Rate Generated Rev.	\$ -	
Capital Debt Service - Principal & Interest	\$ -	
	\$ -	
<b>Total Expenditures =</b>	<b>\$ 3,464,460</b>	
<i>minus EXCLUDED Subsidy Revenue =</i>	<i>\$ 293,688</i>	
<b>Budgeted Total Expenditures INCLUDED in Rate Base =</b>	<b>\$ 3,170,772</b>	
<b>Rate Base Adjustment</b> <sup>1</sup>	=	
<b>Adjusted Expenditures Included in Rate Base =</b>	<b>\$ 3,170,772</b>	

**<sup>1</sup> Rate Base Adjustment Cell**

If necessary and justified, this cell is where you could optionally adjust proposed service rates up or down to adjust for program revenue (or unapproved profit) or losses from the Actual period shown at the bottom of the Comprehensive Budget Sheet. This is not the only acceptable location or method of reconciling for excess gains or losses. If allowed by the respective funding sources, excess gains may also be adjusted by providing system subsidy revenue or by the purchase of additional trips in a period following the Actual period. If such an adjustment has been made, provide notation in the respective explanation area of the Comprehensive Budget tab.

<sup>1</sup> The Difference between Expenses and Revenues for Fiscal Year: **2014 -**

**Once Completed, Proceed to the Worksheet entitled "Program-wide Rates"**

# Worksheet for Program-wide Rates

CTC: Marion Senior Serv Version 1.4  
 County: Marion

1. Complete Total Projected Passenger Miles and ONE-WAY Passenger Trips (**GREEN** cells) below

- Do **NOT** include trips or miles related to Coordination Contractors!
- Do **NOT** include School Board trips or miles UNLESS.....
- INCLUDE** all ONE-WAY passenger trips and passenger miles related to services you purchased from your transportation operators!
- Do **NOT** include trips or miles for services provided to the general public/private pay UNLESS..
- Do **NOT** include escort activity as passenger trips or passenger miles unless charged the full rate for service!
- Do **NOT** include fixed route bus program trips or passenger miles!

PROGRAM-WIDE RATES	
Total <u>Projected</u> Passenger Miles =	721,800
<b>Rate Per Passenger Mile = \$</b>	<b>4.39</b>
Total <u>Projected</u> Passenger Trips =	86,500
<b>Rate Per Passenger Trip = \$</b>	<b>36.66</b>

Fiscal Year

2016

<b>Avg. Passenger Trip Length =</b>	<b>8.3 Miles</b>
-------------------------------------	------------------

Rates If No Revenue Funds Were Identified As Subsidy Funds	
<b>Rate Per Passenger Mile = \$</b>	<b>4.80</b>
<b>Rate Per Passenger Trip = \$</b>	<b>40.05</b>

**Once Completed, Proceed to the Worksheet entitled "Multiple Service Rates"**

### Vehicle Miles

The miles that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

### Vehicle Revenue Miles (VRM)

The miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles exclude:

- Deadhead
- Operator training, and
- Vehicle maintenance testing, as well as
- School bus and charter services.

### Passenger Miles (PM)

The cumulative sum of the distances ridden by each passenger.

**Worksheet for Multiple Service Rates**

CTC: Marion Senior Services (Version 1.4)  
 County: Marion

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

**SECTION I: Services Provided**

1. Will the CTC be providing any of these Services to transportation disadvantaged passengers in the upcoming budget year?.....

Ambulatory	Wheelchair	Stretcher	Group
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Go to Section II for Ambulatory Service	Go to Section II for Wheelchair Service	Go to Section II for Stretcher Service	STOP! Do NOT Complete Sections II - V for Group Service

**SECTION II: Contracted Services**

1. Will the CTC be contracting out any of these Services TOTALLY in the upcoming budget year?....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
Skip # 2, 3 & 4 and Go to Section III for Ambulatory Service	Skip # 2, 3 & 4 and Go to Section III for Wheelchair Service	Answer # 2 for Stretcher Service	Do Not Complete Section II for Group Service

2. If you answered YES to #1 above, do you want to arrive at the billing rate by simply dividing the proposed contract amount by the projected Passenger Miles / passenger trips?.....

Ambulatory	Wheelchair	Stretcher	Group
<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

3. If you answered YES to #1 & #2 above, how much is the proposed contract amount for the service?  
 How many of the total projected Passenger Miles relate to the contracted service?  
 How many of the total projected passenger trips relate to the contracted service?

Ambulatory	Wheelchair	Stretcher	Group
Leave Blank	Leave Blank	Complete Cells Below	Do NOT Complete Section II for Group Service
		\$ 25,000	
		2,500	
		200	

Effective Rate for Contracted Services:

per Passenger Mile =  
 per Passenger Trip =

Ambulatory	Wheelchair	Stretcher	Group
		\$ 10.00	
		\$ 125.00	
Go to Section III for Ambulatory Service	Go to Section III for Wheelchair Service	Go to # 4 below for Stretcher Service	Do NOT Complete Section II for Group Service

4. If you answered # 3 & want a Combined Rate per Trip PLUS a per Mile add-on for 1 or more services, INPUT the Desired per Trip Rate (but must be less than per trip rate in #3 above = Rate per Passenger Mile for Balance =

Combination Trip and Mile Rate			
		\$ 53.25	
		\$ 5.74	
Leave Blank and Go to Section III for Ambulatory Service	Leave Blank and Go to Section III for Wheelchair Service	STOP! Do NOT Complete Sections III - V for Stretcher Service	Do NOT Complete Section II for Group Service

The sum cannot exceed total contracted services on Comp. Budget Worksheet

**Worksheet for Multiple Service Rates**

CTC: Marion Senior Sr Version 1.4  
 County: Marion

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

**SECTION III: Escort Service**

1. Do you want to charge all escorts a fee?.....  
 Yes  
 No  
Skip #2 - 4 and Section IV and Go to Section V
2. If you answered Yes to #1, do you want to charge the fee per passenger trip OR .....  
 per passenger mile?.....  
 Pass. Trip Leave Blank  
 Pass. Mile
3. If you answered Yes to # 1 and completed # 2, for how many of the projected  
 Passenger Trips / Passenger Miles will a passenger be accompanied by an escort?  Leave Blank
4. How much will you charge each escort?.....  Leave Blank

**SECTION IV: Group Service Loading**

1. If the message "You Must Complete This Section" appears to the right, what is the projected total number of Group Service Passenger Miles? (otherwise leave blank).....   
Do NOT Complete Section IV
- ..... And what is the projected total number of Group Vehicle Revenue Miles?  Loading Rate 0.00 to 1.00

**SECTION V: Rate Calculations for Multiple Services:**

1. Input Projected Passenger Miles and Passenger Trips for each Service in the GREEN cells and the Rates for each Service will be calculated automatically  
 \* Miles and Trips you input must sum to the total for all Services entered on the "Program-wide Rates" Worksheet, MINUS miles and trips for contracted services IF the rates were calculated in the Section II above  
 \* Be sure to leave the service BLANK if you answered NO in Section I or YES to question #2 in Section II

		RATES FOR FY: 2016			
		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Miles (excluding totally contracted services addressed in Section II) =	719,300	= 614,300	+ 105,000	+ Leave Blank	+ Leave Blank
Rate per Passenger Mile =		\$3.96	\$6.79	\$10.00	\$0.00 \$0.00
				per passenger	per group

		Ambul	Wheel Chair	Stretcher	Group
Projected Passenger Trips (excluding totally contracted services addressed in Section II) =	86,300	= 67,900	+ 18,400	+ Leave Blank	+ Leave Blank
Rate per Passenger Trip =		\$31.63	\$54.23	\$125.00	\$0.00 \$0.00
				per passenger	per group

2. If you answered # 1 above and want a COMBINED Rate per Trip PLUS a per Mile add-on for 1 or more services,...

		Combination Trip and Mile Rate			
		Ambul	Wheel Chair	Stretcher	Group
...INPUT the Desired Rate per Trip (but must be less than per trip rate above) =		<input type="text"/>	<input type="text"/>	Leave Blank	Leave Blank
Rate per Passenger Mile for Balance =		\$3.96	\$6.79	\$5.74	\$0.00 \$0.00
				See Sect. II	per passenger per group

		Rates If No Revenue Funds Were Identified As Subsidy Funds			
		Ambul	Wheel Chair	Stretcher	Group
Rate per Passenger Mile =		\$4.36	\$7.48	\$11.01	\$0.00 \$0.00
				per passenger	per group
Rate per Passenger Trip =		\$34.84	\$59.72	\$137.66	\$0.00 \$0.00
				per passenger	per group

### Worksheet for Multiple Service Rates

CTC: Marion Senior St Version 1.4  
County: Marion

1. Answer the questions by completing the GREEN cells starting in Section I for all services
2. Follow the DARK RED prompts directing you to skip or go to certain questions and sections based on previous answers

Program These Rates Into Your Medicaid Encounter Data



**TRANSPORTATION DISADVANTAGED  
LOCAL COORDINATING BOARD**

Ocala Citizens Service Center  
201 SE 3<sup>rd</sup> Street, Ocala FL 34478  
**April 16, 2015**

**MINUTES**

**Members Present:**

Councilman James Hilty, Chairman  
Tracey Alesiani  
Jeffrey Askew  
Susan Hanley  
Megan Reimer (*for Meagan Crowley*)  
Andrew Singer  
Same Weekley  
Kathleen Woodring

**Members Not Present:**

Charmaine Richardson

**Others Present:**

Greg Slay, TPO Director  
Ken Odom, TPO Staff  
Kayleen Hamilton, TPO Staff  
Donna Hersom, Marion Transit Services  
Diane Coleman, Marion County Homeless Council

**Item 1. Call to Order and Roll Call**

Chairman James Hilty called the public hearing to order at 2:02 PM. Secretary Kayleen Hamilton called the roll of members; a quorum was present.

Approved –

### **Item 2. Proof of Publication**

Secretary Kayleen Hamilton announced the meeting was published in the April 2 and April 9 editions of the Ocala Star Banner.

### **Item 3. Marion Transit Services Update on Existing Conditions**

Ms. Hersom reported that with the recent Medicaid reform, Marion Transit had contracted with one transportation broker. They were providing transport for children enrolled under Children's Medical Services (CMS). Ms. Hersom said that Marion Transit had been contacted by a broker, MTM, but that they did not have the capacity to take on more service beyond the CMS kids.

Mr. Singer mentioned that his agency had directed its representatives that since they were not involved with Community Transportation Coordinators (CTCs) like they had been before the Medicaid reform, they were not to attend Transportation Disadvantaged Local Coordinating Board meetings. However, agency participation was dictated by legislation. Mr. Singer said that representatives would continue to attend the meetings because they might be able to help with managed care and broker issues such as payments. Mr. Slay noted that payments were running four to five months behind.

Ms. Hersom stated that Marion Transit had a staff member exclusively dedicated to work related to the broker contract. On any given day, Ms. Hersom said, Marion Transit could be audited and were no longer exempt from providing private information.

### **Item 4. Comments by TDLCB Members**

*There were no further comments by TDLCB members.*

### **Item 5. Comments by CTC**

*There were no further comments by the CTC.*

### **Item 6. Comments by TPO Staff**

*There were no further comments by TPO staff.*

### **Item 7. Public Comment**

Mr. Hilty introduced Ms. Diane Coleman. Mr. Hilty reported that transportation was a key challenge for homeless persons. Ms. Coleman reported on a recent march for the homeless in downtown Ocala, saying that close to one hundred people had participated. Ms. Coleman shared

Approved –

that the Marion County Homeless Council was working to guide people to available services. Lack of transportation was one barrier to services, particularly getting out to The Centers for treatment. There was discussion regarding extending bus service out to SW 60<sup>th</sup> Avenue and other options. Mr. Slay mentioned that the Florida Center for the Blind had recently relocated and found that some of their riders were having issues. TPO staff had been able to work with the agency to resolve the issues.

**Item 8. Adjournment**

The public hearing was closed at 2:24 p.m. by Chairman Hilty.

Respectfully Submitted By:

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Kayleen Hamilton, TPO Administrative Assistant





**TRANSPORTATION DISADVANTAGED  
LOCAL COORDINATING BOARD**

Ocala Citizens Service Center  
201 SE 3<sup>rd</sup> Street, Ocala FL 34478

**April 16, 2015**

**MINUTES**

**Members Present:**

Councilman James Hilty, Chairman  
Tracey Alesiani  
Jeffrey Askew  
Susan Hanley  
Megan Reimer (*for Meagan Crowley*)  
Andrew Singer  
Same Weekley  
Kathleen Woodring

**Members Not Present:**

Charmaine Richardson

**Others Present:**

Greg Slay, TPO Director  
Ken Odom, TPO Staff  
Kayleen Hamilton, TPO Staff  
Donna Hersom, Marion Transit Services  
Diane Coleman, Marion County Homeless Council

**Item 1. Call to Order and Roll Call**

Chairman James Hilty called the meeting to order at 2:24 PM. Secretary Kayleen Hamilton called the roll of members; a quorum was present.

Approved –

### **Item 2. Proof of Publication**

Secretary Kayleen Hamilton announced the meeting was published online at the city of Ocala, Belleview, and Dunnellon websites and on the TPO's website and Facebook page.

### **Item 3. Review and Approval of the Community Transportation Coordinator Selection**

Mr. Odom advised that every five years, by state statute, the board was required to advertise a request for proposals for the Community Transportation Coordinator (CTC) position. Mr. Odom reported that staff had issued the request for proposals through the Commission for the Transportation Disadvantaged (CTD) and had received one submission. Marion Senior Services was the respondent, and Mr. Odom mentioned that Marion Transit through Marion Senior Services had always acted as the CTC for Marion County. In years past, however, staff had received multiple proposals.

Mr. Askew asked what other companies had submitted proposals previously, and Mr. Slay said that MTM had submitted the last time the position was advertised. Mr. Slay said that staff had talked to the CTD regarding what companies were submitting for contract and that the CTD did not know of any in the Marion County area. A small number of companies did that type of work, and Mr. Slay commented that the Medicaid revisions made it less appealing.

Mr. Odom reported that the proposal documents were available if anyone was interested in reviewing them. Ms. Woodring stated that it seemed like the board had a good working relationship with Marion Transit. The rate model, which was built by the CTD, was included in the meeting packet, and Mr. Odom advised that it reflected a significant drop in rates from the previous year. This was due to the changes in Medicaid transportation and fuel costs. Mr. Slay mentioned that SunTran was spending ten to twelve thousand dollars less on fuel than it had been spending the previous year.

Mr. Slay explained that the board would make a recommendation regarding the CTC to the Transportation Planning Organization (TPO). The TPO would then make the recommendation to the CTD. The CTD was the agency that directly contracted with the CTC for services. Mr. Hilty asked about the charge for escorts, and Mr. Slay said that staff would look into it.

Mr. Askew asked about revenues, and Mr. Slay said that the County Commission provided matching funds to various grants that supported the transportation disadvantaged and ADA programs.

Mr. Askew moved to recommend Marion Senior Services as the CTC. Mr. Singer seconded and the motion was unanimously approved.

**Item 4. Approval of Meeting Minutes – January 15, 2015**

*Mr. Askew made a motion to approve the minutes of the January 15, 2015, meeting, and Mr. Weekley seconded. The motion was unanimously approved.*

**Item 5. Comments by TDLCB Members**

*There were no further comments by TDLCB members.*

**Item 6. Comments by CTC**

*There were no further comments by the CTC.*

**Item 7. Comments by TPO Staff**

Mr. Singer mentioned that he had heard that the Withlacoochee Regional Planning Council might be dissolved, and Mr. Slay reported that there was legislation pending that would reconstitute the regional planning councils (RPCs). This would disband the Withlacoochee RPC and move its areas into others. The original bill would have moved Marion County into the North Central Florida RPC, and Mr. Slay said that from a planning standpoint it would make more sense to be part of the East Central Florida RPC because Marion County was more actively involved with the counties to the south. Ms. Woodring reported that a companion bill had just passed in the House.

Mr. Slay advised that the next meeting would be held at Marion Senior Services and would include a tour and bus walk-through.

**Item 8. Public Comment**

*There were no comments from the public.*

**Item 9. Adjournment**

The meeting was adjourned at 2:47 p.m. by Chairman Hilty.

Respectfully Submitted By:

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Kayleen Hamilton, TPO Administrative Assistant