



Transportation Disadvantaged Local Coordinating Board (TDLCB) Meeting

Marion County Growth Services - Training Room
2710 E. Silver Springs Blvd., Ocala, FL 34470

March 14th, 2024 - 10:00 AM

AGENDA

- 1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. PROOF OF PUBLICATION**
- 4. PRESENTATIONS**
 - A. [National Center for Mobility Management \(NCMM\)](#) (Page #3)**
- 5. ACTION ITEMS**
 - A. [Community Transportation Coordinator Evaluation](#) (Page #4)**
- 6. CONSENT AGENDA**
 - A. [Minutes December Meeting](#) (Page #531)**
- 7. SUBCOMMITTEE'S UPDATE**
 - A. Subcommittee's Updates**
 - Education & Communication Subcommittee
 - Future Infrastructure, Service & Road Expansion Subcommittee
 - Funding Subcommittee
- 8. DISCUSSION ITEMS**
 - A. [Transportation Disadvantaged Local Coordinating Board Members Chart](#) (Page #539)**
 - B. Workshop Topics**
- 9. COMMENTS BY TDLCB MEMBERS**
- 10. COMMENTS BY TPO STAFF**
 - A. [2050 Long Range Transportation Plan \(LRTP\)](#) (Page #545)**
- 11. COMMENTS BY TRANSPORTATION COORDINATOR (CTC)**

12. PUBLIC COMMENT – (Limited to two (2) minutes)

13. ADJOURNMENT

All meetings are open to the public, the TPO does not discriminate on the basis of race, color, national origin, sex, age, religion, disability and family status. Anyone requiring special assistance under the Americans with Disabilities Act (ADA), or requiring language assistance (free of charge) should contact Liz Mitchell, Title VI/Nondiscrimination Coordinator at (352) 438-2634 or liz.mitchell@marioncountyfl.org forty-eight (48) hours in advance, so proper accommodations can be made.

Pursuant to Chapter 286.0105, Florida Statutes, please be advised that if any person wishes to appeal any decision made by the Board with respect to any matter considered at the above meeting, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The next regular meeting of the Ocala Marion Transportation Disadvantaged Local Coordinating Board will be held on June 13th, 2024.



TO: TDLCB Members

FROM: Liz Mitchell, Grants Coordinator/Fiscal Planner

RE: Presentation- National Center for Mobility Management

Summary

Ms. Enjoli Dixon with The National Center for Mobility Management (EasterSeals) will present on recent developments concerning mobility issues specifically affecting individuals with disabilities, such as innovative advancements in disability mobility, trends in specialized equipment for the disabled, future perspectives on mobility challenges for this group. She will also show ways in which the average person can support individuals with disabilities, and upcoming ADA regulations, initiatives or legislation related to disability mobility.

Attachment(s)

Presentation.

Action Requested

None - Informative only.

Any additional comments and/or suggestions please contact Liz Mitchell, liz.mitchell@marionfl.org.



TO: TDLCB Members

FROM: Liz Mitchell, Grants Coordinator/Fiscal Planner

RE: 2024 CTC Evaluation

Summary

Pursuant to Chapter 427 Florida Statutes 427.015(2), the performance of the Community Transportation Coordinator (CTC) shall be evaluated based on the Commission for the Transportation Disadvantaged (CTD) approved evaluation criteria.

TPO staff evaluated the TDLCB Community Transportation Coordinator to assure that their performance met the Commission for the Transportation Disadvantaged criteria. TPO staff conducted the evaluation during the month of February and included an analysis of all relevant elements within the operations of Marion Transit Services. Examples include:

- Vehicle Operations & Maintenance
- Grievance Procedures
- Budget
- Contracts
- Driver Certification & Training
- Performance Standards

Attachment(s)

- Copy of the Commission for the Transportation Disadvantaged evaluation workbook.

Action Requested

Submitted for Board review and approval with Chair signature.

Any additional comments and/or suggestions please contact Liz Mitchell, liz.mitchell@marionfl.org.

A transportation system that supports growth, mobility, and safety through leadership and planning
Marion County • City of Belleview • City of Dunnellon • City of Ocala

CTC
EVALUATION WORKBOOK

Florida Commission for the



**Transportation
Disadvantaged**

CTC BEING REVIEWED: _____

COUNTY (IES): _____

ADDRESS: _____

CONTACT: _____ **PHONE:** _____

REVIEW PERIOD: _____ **REVIEW DATES:** _____

PERSON CONDUCTING THE REVIEW: _____

CONTACT INFORMATION: _____

LCB EVALUATION WORKBOOK

ITEM	PAGE
REVIEW CHECKLIST _____	3
EVALUATION INFORMATION _____	5
ENTRANCE INTERVIEW QUESTIONS _____	6
GENERAL QUESTIONS _____	9
CHAPTER 427, F.S. _____	13
RULE 41-2, F.A.C. _____	22
COMMISSION STANDARDS _____	32
LOCAL STANDARDS _____	33
AMERICANS WITH DISABILITIES ACT _____	36
FY GRANT QUESTIONS _____	42
STATUS REPORT _____	43
ON-SITE OBSERVATION _____	45
SURVEYS _____	47
LEVEL OF COST WORKSHEET # 1 _____	52
LEVEL OF COMPETITION WORKSHEET #2 _____	53
LEVEL OF AVAILABILITY WORKSHEET #3 _____	55

REVIEW CHECKLIST & SCHEDULE

COLLECT FOR REVIEW:

- APR Data Pages
- QA Section of TDSP
- Last Review (Date: _____)
- List of Omb. Calls
- QA Evaluation
- Status Report (from last review)
- AOR Submittal Date
- TD Clients to Verify
- TDTF Invoices
- Audit Report Submittal Date

ITEMS TO REVIEW ON-SITE:

- SSPP
- Policy/Procedure Manual
- Complaint Procedure
- Drug & Alcohol Policy (see certification)
- Grievance Procedure
- Driver Training Records (see certification)
- Contracts
- Other Agency Review Reports
- Budget
- Performance Standards
- Medicaid Documents

ITEMS TO REQUEST:

- REQUEST INFORMATION FOR RIDER/BENEFICIARY SURVEY** (Rider/Beneficiary Name, Agency who paid for the trip [sorted by agency and totaled], and Phone Number)
- REQUEST INFORMATION FOR CONTRACTOR SURVEY** (Contractor Name, Phone Number, Address and Contact Name)
- REQUEST INFORMATION FOR PURCHASING AGENCY SURVEY** (Purchasing Agency Name, Phone Number, Address and Contact Name)
- REQUEST ANNUAL QA SELF CERTIFICATION** (Due to CTD annually by January 15th).
- N/A **MAKE ARRANGEMENTS FOR VEHICLES TO BE INSPECTED** (Only if purchased after 1992 and privately funded).

INFORMATION OR MATERIAL TO TAKE WITH YOU:

- Measuring Tape Stop Watch

EVALUATION INFORMATION

An LCB review will consist of, but is not limited to the following pages:

1	Cover Page
5 - 6	Entrance Interview Questions
12	Chapter 427.0155 (3) Review the CTC monitoring of contracted operators
13	Chapter 427.0155 (4) Review TDSP to determine utilization of school buses and public transportation services
19	Insurance
23	Rule 41-2.011 (2) Evaluation of cost-effectiveness of Coordination Contractors and Transportation Alternatives
25 - 29	Commission Standards and Local Standards
39	On-Site Observation
40 – 43	Surveys
44	Level of Cost - Worksheet 1
45- 46	Level of Competition – Worksheet 2
47 - 48	Level of Coordination – Worksheet 3

Notes to remember:

- **The CTC should not conduct the evaluation or surveys. If the CTC is also the PA, the PA should contract with an outside source to assist the LCB during the review process.**
- **Attach a copy of the Annual QA Self Certification.**

ENTRANCE INTERVIEW QUESTIONS

INTRODUCTION AND BRIEFING:

- Describe the evaluation process (LCB evaluates the CTC and forwards a copy of the evaluation to the CTD).
- The LCB reviews the CTC once every year to evaluate the operations and the performance of the local coordinator.

The LCB will be reviewing the following areas:

- Chapter 427, Rules 41-2 and 14-90, CTD Standards, and Local Standards
- Following up on the Status Report from last year and calls received from the Ombudsman program.
- Monitoring of contractors.
- Surveying riders/beneficiaries, purchasers of service, and contractors
- The LCB will issue a Review Report with the findings and recommendations to the CTC no later than 30 working days after the review has concluded.
- Once the CTC has received the Review Report, the CTC will submit a Status Report to the LCB within 30 working days.
- Give an update of Commission level activities (last meeting update and next meeting date), if needed.

USING THE APR, COMPILE THIS INFORMATION:

1. OPERATING ENVIRONMENT:

- RURAL URBAN

2. ORGANIZATION TYPE:

- PRIVATE-FOR-PROFIT
- PRIVATE NON-PROFIT
- GOVERNMENT
- TRANSPORTATION AGENCY

3. NETWORK TYPE:

- SOLE PROVIDER
- PARTIAL BROKERAGE
- COMPLETE BROKERAGE

4. NAME THE OPERATORS THAT YOUR COMPANY HAS CONTRACTS WITH:

5. NAME THE GROUPS THAT YOUR COMPANY HAS COORDINATION CONTRACTS WITH:

Coordination Contract Agencies				
Name of Agency	Address	City, State, Zip	Telephone Number	Contact

6. NAME THE ORGANIZATIONS AND AGENCIES THAT PURCHASE SERVICE FROM THE CTC AND THE PERCENTAGE OF TRIPS EACH REPRESENTS?
(Recent APR information may be used)

Name of Agency	% of Trips	Name of Contact	Telephone Number

7. REVIEW AND DISCUSS TD HELPLINE CALLS:

	Number of calls	Closed Cases	Unsolved Cases
Cost			
Medicaid			
Quality of Service			
Service Availability			
Toll Permit			
Other			

GENERAL QUESTIONS

Use the TDSP to answer the following questions. If these are not addressed in the TDSP, follow-up with the CTC.

1. DESIGNATION DATE OF CTC:
 2. WHAT IS THE COMPLAINT PROCESS?

IS THIS PROCESS IN WRITTEN FORM? Yes No
(Make a copy and include in folder)
Is the process being used? Yes No
 3. DOES THE CTC HAVE A COMPLAINT FORM? Yes No
(Make a copy and include in folder)
 4. DOES THE COMPLAINT FORM INCORPORATE ALL ELEMENTS OF THE CTD'S UNIFORM SERVICE REPORTING GUIDEBOOK?
 Yes No
 5. DOES THE FORM HAVE A SECTION FOR RESOLUTION OF THE COMPLAINT?
 Yes No
- Review completed complaint forms to ensure the resolution section is being filled out and follow-up is provided to the consumer.**
6. IS A SUMMARY OF COMPLAINTS GIVEN TO THE LCB ON A REGULAR BASIS?
 Yes No
 7. WHEN IS THE DISSATISFIED PARTY REFERRED TO THE TD HELPLINE?
 8. WHEN A COMPLAINT IS FORWARDED TO YOUR OFFICE FROM THE OMBUDSMAN PROGRAM, IS THE COMPLAINT ENTERED INTO THE LOCAL COMPLAINT FILE/PROCESS?
 Yes No

If no, what is done with the complaint?

14. ARE THERE ANY AREAS WHERE COORDINATION CAN BE IMPROVED?

15. WHAT BARRIERS ARE THERE TO THE COORDINATED SYSTEM?

16. ARE THERE ANY AREAS THAT YOU FEEL THE COMMISSION SHOULD BE AWARE OF OR CAN ASSIST WITH?

17. WHAT FUNDING AGENCIES DOES THE CTD NEED TO WORK CLOSELY WITH IN ORDER TO FACILITATE A BETTER-COORDINATED SYSTEM?

18. HOW ARE YOU MARKETING THE VOLUNTARY DOLLAR?

GENERAL QUESTIONS

Findings:

Recommendations:

COMPLIANCE WITH CHAPTER 427, F.S.

**Review the CTC last AOR submittal for compliance with 427. 0155(2)
“Collect Annual Operating Data for submittal to the Commission.”**

REPORTING TIMELINESS

Were the following items submitted on time?

- a. Annual Operating Report Yes No
- Any issues that need clarification? Yes No

Any problem areas on AOR that have been re-occurring?

List:

- b. Memorandum of Agreement Yes No
- c. Transportation Disadvantaged Service Plan Yes No
- d. Grant Applications to TD Trust Fund Yes No
- e. All other grant application (____%) Yes No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

COMPLIANCE WITH CHAPTER 427, F.S.

Review the CTC monitoring of its transportation operator contracts to ensure compliance with 427.0155(3), F.S.

“Review all transportation operator contracts annually.”

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS OPERATOR(S) AND HOW OFTEN IS IT CONDUCTED?

Is a written report issued to the operator? Yes No

If **NO**, how are the contractors notified of the results of the monitoring?

WHAT TYPE OF MONITORING DOES THE CTC PERFORM ON ITS COORDINATION CONTRACTORS AND HOW OFTEN IS IT CONDUCTED?

Is a written report issued? Yes No

If **NO**, how are the contractors notified of the results of the monitoring?

WHAT ACTION IS TAKEN IF A CONTRACTOR RECEIVES AN UNFAVORABLE REPORT?

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

ASK TO SEE DOCUMENTATION OF MONITORING REPORTS.

COMPLIANCE WITH CHAPTER 427, F.S.

Review the TDSP to determine the utilization of school buses and public transportation services [Chapter 427.0155(4)]
“Approve and coordinate the utilization of school bus and public transportation services in accordance with the TDSP.”

HOW IS THE CTC USING SCHOOL BUSES IN THE COORDINATED SYSTEM?

Rule 41-2.012(5)(b): *"As part of the Coordinator's performance, the local Coordinating Board shall also set an annual percentage goal increase for the number of trips provided within the system for ridership on public transit, where applicable. In areas where the public transit is not being utilized, the local Coordinating Board shall set an annual percentage of the number of trips to be provided on public transit."*

HOW IS THE CTC USING PUBLIC TRANSPORTATION SERVICES IN THE COORDINATED SYSTEM?

MT maintains constant vigilance on new and innovative ways to utilize the system.

IS THERE A GOAL FOR TRANSFERRING PASSENGERS FROM PARATRANSIT TO TRANSIT?

Yes No

If YES, what is the goal?

Is the CTC accomplishing the goal? Yes No

IS THE CTC IN COMPLIANCE WITH THIS REQUIREMENT? Yes No

Comments:

COMPLIANCE WITH CHAPTER 427, F.S.

Review of local government, federal and state transportation applications for TD funds (all local, state or federal funding for TD services) for compliance with 427.0155(5).

“Review all applications for local government, federal, and state transportation disadvantaged funds, and develop cost-effective coordination strategies.”

IS THE CTC INVOLVED WITH THE REVIEW OF APPLICATIONS FOR TD FUNDS, IN CONJUNCTION WITH THE LCB? (TD Funds include all funding for transportation disadvantaged services, i.e. Section 5310 [formerly Sec.16] applications for FDOT funding to buy vehicles granted to agencies who are/are not coordinated)

Yes No

If Yes, describe the application review process.

If no, is the LCB currently reviewing applications for TD funds (any federal, state, and local funding)? Yes No

If no, is the planning agency currently reviewing applications for TD funds?
 Yes No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

COMPLIANCE WITH CHAPTER 427, F.S.

**Review priorities listed in the TDSP, according to Chapter 427.0155(7).
*“Establish priorities with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust monies.”***

REVIEW THE QA SECTION OF THE TDSP (ask CTC to explain):

WHAT ARE THE PRIORITIES FOR THE TDTF TRIPS?

HOW ARE THESE PRIORITIES CARRIED OUT?

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

COMPLIANCE WITH CHAPTER 427, F.S.

Ensure CTC compliance with the delivery of transportation services, 427.0155(8).

“Have full responsibility for the delivery of transportation services for the transportation disadvantaged as outlined in s. 427.015(2).”

Review the Operational section of the TDSP

1. Hours of Service:

2. Hours of Intake:

3. Provisions for After Hours Reservations/Cancellations?

4. What is the minimum required notice for reservations?

5. How far in advance can reservations be place (number of days)?

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

COMPLIANCE WITH CHAPTER 427, F.S.

Review the cooperative agreement with the local WAGES coalitions according to Chapter 427.0155(9).

“Work cooperatively with local WAGES coalitions established in Chapter 414 to provide assistance in the development of innovative transportation services for WAGES participants.”

WHAT TYPE OF ARRANGEMENT DO YOU HAVE WITH THE LOCAL WAGES COALITION?

HAVE ANY INNOVATIVE WAGES TRANSPORTATION SERVICES BEEN DEVELOPED?

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

CHAPTER 427

Findings:

Recommendations:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(1), Minimum Insurance Compliance
“...ensure compliance with the minimum liability insurance requirement of \$100,000 per person and \$200,000 per incident...”

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS?

WHAT ARE THE MINIMUM LIABILITY INSURANCE REQUIREMENTS IN THE OPERATOR AND COORDINATION CONTRACTS?

HOW MUCH DOES THE INSURANCE COST (per operator)?

Operator	Insurance Cost

DOES THE MINIMUM LIABILITY INSURANCE REQUIREMENTS EXCEED \$1 MILLION PER INCIDENT?

Yes No

If yes, was this approved by the Commission? Yes No

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.006(3), Drug and Alcohol Testing

“...shall assure the purchaser of their continuing compliance with the applicable state or federal laws relating to drug testing...”

With which of the following does the CTC (and its contracted operators) Drug and Alcohol Policy comply?

- FTA (Receive Sect. 5307, 5309, or 5311 funding)
- FHWA (Drivers required to hold a CDL)
- Neither

REQUEST A COPY OF THE DRUG & ALCOHOL POLICY AND LATEST COMPLIANCE REVIEW.

DATE OF LAST DRUG & ALCOHOL POLICY REVIEW: _____

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

Comments:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with 41-2.011(2), Evaluating Cost-Effectiveness of Coordination Contractors and Transportation Alternatives.

“...contracts shall be reviewed annually by the Community Transportation Coordinator and the Coordinating Board as to the effectiveness and efficiency of the Transportation Operator or the renewal of any Coordination Contracts.”

1. IF THE CTC HAS COORDINATION CONTRACTORS, DETERMINE THE COST-EFFECTIVENESS OF THESE CONTRACTORS.

Cost [CTC and Coordination Contractor (CC)]

	CTC	CC #1	CC #2	CC #3	CC #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation:					

2. DO YOU HAVE TRANSPORTATION ALTERNATIVES? Yes No
 (Those specific transportation services approved by rule or the Commission as a service not normally arranged by the Community Transportation Coordinator, but provided by the purchasing agency. Example: a neighbor providing the trip)

Cost [CTC and Transportation Alternative (Alt.)]

	CTC	Alt. #1	Alt. #2	Alt. #3	Alt. #4
Flat contract rate (s) (\$ amount / unit)					
Detail other rates as needed: (e.g. ambulatory, wheelchair, stretcher, out-of-county, group)					
Special or unique considerations that influence costs?					
Explanation:					

IS THE CTC IN COMPLIANCE WITH THIS SECTION? Yes No

RULE 41-2

Findings:

Recommendations:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Commission Standards
“...shall adhere to Commission approved standards...”

Review the TDSP for the Commission standards.

Commission Standards	Comments
Local toll free phone number must be posted in all vehicles.	
Vehicle Cleanliness	
Passenger/Trip Database	

Adequate seating	
Driver Identification	
Passenger Assistance	
Smoking, Eating and Drinking	

Two-way Communications	
Air Conditioning/Heating	
Billing Requirements	

COMMISSION STANDARDS

Findings:

Recommendations:

COMPLIANCE WITH 41-2, F.A.C.

Compliance with Local Standards

“...shall adhere to Commission approved standards...”

Review the TDSP for the Local standards.

Local Standards	Comments
Transport of Escorts and dependent children policy	
Use, Responsibility, and cost of child restraint devices	
Out-of-Service Area trips	
CPR/1st Aid	
Driver Criminal Background Screening	
Rider Personal Property	
Advance reservation requirements	
Pick-up Window	

<i>Measurable Standards/Goals</i>	<i>Standard/Goal</i>	<i>Latest Figures</i>	<i>Is the CTC/Operator meeting the Standard?</i>
Public Transit Ridership	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
On-time performance	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Passenger No-shows	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Accidents	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Roadcalls <i>Average age of fleet:</i>	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Complaints <i>Number filed:</i>	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	
Call-Hold Time	CTC	CTC	
	Operator A	Operator A	
	Operator B	Operator B	
	Operator C	Operator C	

LOCAL STANDARDS

Findings:

Recommendations:

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

REVIEW COPIES OF THE PUBLIC INFORMATION PROVIDED.

DOES PUBLIC INFORMATION STATE THAT ACCESSIBLE FORMATS ARE
AVAILABLE UPON REQUEST? Yes No

ARE ACCESSIBLE FORMATS ON THE SHELF? Yes No

IF NOT, WHAT ARRANGEMENTS ARE IN PLACE TO HAVE MATERIAL
PRODUCED IN A TIMELY FASHION UPON REQUEST?

DO YOU HAVE TTY EQUIPMENT OR UTILIZE THE FLORIDA RELAY SYSTEM?
 Yes No

IS THE TTY NUMBER OR THE FLORIDA RELAY SYSTEM NUMBERS LISTED WITH
THE OFFICE PHONE NUMBER? Yes No

Florida Relay System:
Voice- 1-800-955-8770
TTY- 1-800-955-8771

EXAMINE OPERATOR MANUALS AND RIDER INFORMATION. DO CURRENT
POLICIES COMPLY WITH ADA PROVISION OF SERVICE REQUIREMENTS
REGARDING THE FOLLOWING:

Provision of Service	Training Provided	Written Policy	Neither
Accommodating Mobility Aids			
Accommodating Life Support Systems (O ₂ Tanks, IV's...)			
Passenger Restraint Policies			
Standee Policies (persons standing on the lift)			
Driver Assistance Requirements			
Personal Care Attendant Policies			
Service Animal Policies			
Transfer Policies (From mobility device to a seat)			
Equipment Operation (Lift and securement procedures)			
Passenger Sensitivity/Disability Awareness Training for Drivers			

RANDOMLY SELECT ONE OR TWO VEHICLES PER CONTRACTOR (DEPENDING ON SYSTEM SIZE) THAT ARE IDENTIFIED BY THE CTC AS BEING ADA ACCESSIBLE AND PURCHASED WITH PRIVATE FUNDING, AFTER 1992. CONDUCT AN INSPECTION USING THE ADA VEHICLE SPECIFICATION CHECKLIST.

No vehicles have been purchased with private funding.

INSPECT FACILITIES WHERE SERVICES ARE PROVIDED TO THE PUBLIC (ELIGIBILITY DETERMINATION, TICKET/COUPON SALES, ETC...).

IS A RAMP PROVIDED? Yes No

ARE THE BATHROOMS ACCESSIBLE? Yes No

Bus and Van Specification Checklist

Name of Provider:

Vehicle Number (either VIN or provider fleet number):

Type of Vehicle: Minivan Van Bus (>22')
 Minibus (<= 22') Minibus (>22')

Person Conducting Review:

Date:

Review the owner's manual, check the stickers, or ask the driver the following:

- The lift must have a weight limit of at least 600 pounds.
- The lift must be equipped with an emergency back-up system (in case of loss of power to vehicle). Is the pole present?
- The lift must be "interlocked" with the brakes, transmission, or the door, so the lift will not move unless the interlock is engaged. Ensure the interlock is working correctly.

Have the driver lower the lift to the ground:

- Controls to operate the lift must require constant pressure.
- Controls must allow the up/down cycle to be reversed without causing the platform to "stow" while occupied.
- Sufficient lighting shall be provided in the step well or doorway next to the driver, and illuminate the street surface around the lift, the lighting should activate when the door/lift is in motion. Turn light switch on, to ensure lighting is working properly.

Once the lift is on the ground, review the following:

- Must have an inner barrier to prevent the mobility aid from rolling off the side closest to the vehicle until the platform is fully raised.
- Side barriers must be at least 1 ½ inches high.
- The outer barrier must be sufficient to prevent a wheelchair from riding over it.
- The platform must be slip-resistant.
- Gaps between the platform and any barrier must be no more than 5/8 of an inch.
- The lift must have two handrails.
- The handrails must be 30-38 inches above the platform surface.
- The handrails must have a useable grasping area of 8 inches, and must be at least 1 ½ inches wide and have sufficient knuckle clearance.
- The platform must be at least 28 1/2 inches wide measured at the platform surface, and 30 inches wide and 48 inches long measured 2 inches above the platform surface.

- If the ramp is not flush with the ground, for each inch off the ground the ramp must be 8 inches long.
- Lifts may be marked to identify the preferred standing position (suggested, not required)

Have the driver bring the lift up to the fully raised position (but not stowed):

- When in the fully raised position, the platform surface must be horizontally within 5/8 inch of the floor of the vehicle.
- The platform must not deflect more than 3 degrees in any direction. To test this, stand on the edge of the platform and carefully jump up and down to see how far the lift sways.
- The lift must be designed to allow boarding in either direction.

While inside the vehicle:

- Each securement system must have a clear floor area of 30 inches wide by 48 inches long.
- The securement system must accommodate all common wheelchairs and mobility aids.
- The securement system must keep mobility aids from moving no more than 2 inches in any direction.
- A seat belt and shoulder harness must be provided for each securement position, and must be separate from the security system of the mobility aid.

Vehicles under 22 feet must have:

- One securement system that can be either forward or rear-facing.
- Overhead clearance must be at least 56 inches. This includes the height of doors, the interior height along the path of travel, and the platform of the lift to the top of the door.

Vehicles over 22 feet must have:

- Must have 2 securement systems, and one must be forward-facing, the other can be either forward or rear-facing.
- Overhead clearance must be at least 68 inches. This includes the height of doors, the interior height along the path of travel, and the platform of the lift to the top of the door.
- Aisles, steps, and floor areas must be slip resistant.
- Steps or boarding edges of lift platforms must have a band of color which contrasts with the step/floor surface.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Table 1. ADA Compliance Review - Provider/Contractor Level of Service Chart

Name of Service Provider/ Contractor	Total # of Vehicles Available for CTC Service	# of ADA Accessible Vehicles	Areas/Sub areas Served by Provider/Contractor

BASED ON THE INFORMATION IN TABLE 1, DOES IT APPEAR THAT INDIVIDUALS REQUIRING THE USE OF ACCESSIBLE VEHICLES HAVE EQUAL SERVICE?

Yes No

ADA COMPLIANCE

Findings:

Recommendations:

FY _____ / _____ GRANT QUESTIONS

**The following questions relate to items specifically addressed in the FY _
/ _____ Trip and Equipment Grant.**

DO YOU KEEP ALL RECORDS PERTAINING TO THE SPENDING OF TDTF DOLLARS FOR FIVE YEARS? (Section 7.10: Establishment and Maintenance of Accounting Records, T&E Grant, and FY _____)

Yes No

ARE ALL ACCIDENTS THAT HAVE RESULTED IN A FATALITY REPORTED TO THE COMMISSION WITHIN 24 HOURS AFTER YOU HAVE RECEIVED NOTICE? (Section 14.80: Accidents, T/E Grant, and FY _____)

Yes No

ARE ALL ACCIDENTS THAT HAVE RESULTED IN \$1,000 WORTH OF DAMAGE REPORTED TO THE COMMISSION WITHIN 72 HOURS AFTER YOU HAVE RECEIVED NOTICE OF THE ACCIDENT? (Section 14.80: Accidents, T/E Grant, and FY _____)

Yes No

STATUS REPORT FOLLOW-UP FROM LAST REVIEW(S)

DATE OF LAST REVIEW: _____

STATUS REPORT DATED: _____

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

CTD RECOMMENDATION:

CTC Response:

Current Status:

NAME OF STAFF: Andrea Melvin

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation:

Please list any special guests that were present:

Location:

Number of Passengers picked up/dropped off:

Ambulatory

Non-Ambulatory

Was the driver on time? Yes No - How many minutes late/early?

Did the driver provide any passenger assistance? Yes No

Was the driver wearing any identification? Yes: Uniform Name Tag
 ID Badge No

Did the driver render an appropriate greeting?
 Yes No Driver regularly transports the rider, not necessary

CTC has a policy on seat belts, did the driver ensure the passengers were properly belted?
 Yes No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?
 Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations?
 Yes No
Phone numbers need to be larger

Does the vehicle have working heat and air conditioning? Yes No

Does the vehicle have two-way communications in good working order? Yes No

If used, was the lift in good working order? *n/a - not used* Yes No

Was there safe and appropriate seating for all passengers? Yes No

Did the driver properly use the lift and secure the passenger? Yes No

If No, please explain: *n/a - lift not used during trip*

Driver Tom did an excellent job with verbal and tactile cues for the riders with visual impairments.

CTC: Marion Transit Services County: Marion

Date of Ride: 2/6/2024

Funding Source	No. of Trips	No. of Riders/Beneficiaries	No. of Calls to Make	No. of Calls Made
CTD				
Medicaid				
Other				
Other				
Other)				
Other				
Totals				

Number of Round Trips	Number of Riders/Beneficiaries to Survey
0 – 200	30%
201 – 1200	10%
1201 +	5%

Note: Attach the manifest



Scheduled Trips Summary - FL_Marion

For Time Period: 2/6/2024

Printed: 2/5/2024 3:11:22PM

Start 630 Am
w/TPO

Run Name: Unassigned

Vehicle: Bus 2106

Driver Name:

Driver _____

Miles Out

Cash

Signature _____

Miles In

Tickets

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
✓ Benhoff, Robert	9:00:00AM	On Top Of The World-Williamsburg 9175 Sw 90th St Ocala, FL 34481	9:30:00AM	Lorven Heart 1609 Sw 17th St Ocala, FL 34471	Ambulatory	\$ 2.00	(954) 728-0813

Funding Source: TD

Assistance Needs: General Comments [macular degeneration]

✓ Frazier, Cheryl	9:30:00AM	Kingsland Country Estates Forest Glenn 5680 Sw 117th Lane Rd Ocala, FL 34476	10:00:00AM	Walgreens 6015 Fl-200 Ocala, FL 34476	Ambulatory	\$ 2.00	(352) 434-1099
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Funding Source: TD

Assistance Needs: Hard of Hearing/Deaf; Requires Door-to-Door assistance

✓ Huertas, Kaylin	9:30:00AM	4725 Sw 100th St Ocala, FL 34476	10:00:00AM	Fl. Center for the Blind 1411 Ne 22nd Ave Ocala, FL 34470	Ambulatory	\$ 2.00	(646) 620-7042
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Funding Source: TD

Assistance Needs: Visually Impaired [Assist door to door]

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
✓ Veenstra, Michele	9:30:00AM	Majestic Oaks 5392 Sw 84th Pl Ocala, FL 34476	10:00:00AM	Fl. Center for the Blind 1411 Ne 22nd Ave Ocala, FL 34470	Ambulatory	\$ 2.00	(352) 817-1621

Funding Source: TD
Assistance Needs:

✓ Cazares, Rhonda	9:45:00AM	On Top Of The World 8901 Sw 98th Street Rd Unit B Friendship Village Ocala, FL 34481	10:15:00AM	Advanced Dermatology 1918 Se 17th St #300 Ocala, FL 34471	Ambulatory	\$ 2.00	(317) 850-1408
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Funding Source: TD
Assistance Needs:

NAME OF STAFF: Liz Mitchell

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation:

Please list any special guests that were present:

Location:

Number of Passengers picked up/dropped off:

Ambulatory

Non-Ambulatory

Was the driver on time? Yes No - How many minutes late/early?

Did the driver provide any passenger assistance? Yes No

Was the driver wearing any identification? Yes: Uniform Name Tag
 ID Badge No

Did the driver render an appropriate greeting?
 Yes No Driver regularly transports the rider, not necessary

CTC has a policy on seat belts, did the driver ensure the passengers were properly belted?
 Yes No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?
 Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations?
 Yes No

Does the vehicle have working heat and air conditioning? Yes No

Does the vehicle have two-way communications in good working order? Yes No

If used, was the lift in good working order? Yes No



Actual Trips Summary - FL_Marion

For Time Period: 2/9/2024

Printed: 2/9/2024 6:35:55AM

Run Name: Unassigned
Driver Name:

Vehicle: Bus 2109

Driver Luis P

Miles Out

Cash

Signature _____

Miles In

Tickets

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
✓ Bolden, Virginia	9:30:00AM	3 Tim Tam Rd Ocala, FL 34482	10:00:00AM	Kidney Center-West 8585 Sw Highway 200 Ocala, FL 34481	Wheelchair	\$ 2.00	(352) 644-4070

Funding Source: 5311

Assistance Needs:

✓ Fleming, Dorothy	9:30:00AM	23023 Sw Beach Blvd Dunnellon, FL 34431	10:00:00AM	Kidney Center-West 8585 Sw Highway 200 Ocala, FL 34481	Lift to Load	\$ 2.00	(352) 322-3241
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Funding Source: 5311

Assistance Needs:

✓ Gunter, Michelle	9:45:00AM	19795 Sw 107th Ln Dunnellon, FL 34432	10:15:00AM	Kidney Center-West 8585 Sw Highway 200 Ocala, FL 34481	Ambulatory	\$ 0.00	(352) 496-6719
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Funding Source: 5311

Assistance Needs: Requires Door-to-Door assistance

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Johnson, Walter ✓	10:00:00AM	16250 SW 57th St Ocala, FL 34481	10:30:00AM	Kidney Center-West 8585 Sw Highway 200 Ocala, FL 34481	Wheelchair	\$ 2.00	(352) 843-7530

Funding Source: 5311

Assistance Needs:

Locke, Robert ✓	10:00:00AM	Florida Highlands 15150 Sw 115th Ave Dunnellon, FL 34432	10:30:00AM	Kidney Center-West 8585 Sw Highway 200 Ocala, FL 34481	Lift to Load	\$ 2.00	(352) 619-6204
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Funding Source: 5311

Assistance Needs: Requires Door-to-Door assistance [Uses Walker]

Abrams, Barbara ✓	11:00:00AM	Rolling Hills Apts 11150 Rolling Hills Rd Apt 11 Dunnellon, FL 34431	11:30:00AM	Dollar Tree 11223 N Williams St Dunnellon, FL 34432	Ambulatory	\$ 0.00	(352) 256-2933
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Funding Source: 5311

Assistance Needs:

Abrams, Barbara ✓	12:00:00PM	Dollar Tree 11223 N Williams St Dunnellon, FL 34432	12:30:00PM	Too Your Health Spa 2174 W Dunnellon Rd Dunnellon, FL 34431	Ambulatory	\$ 0.00	(352) 256-2933
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Funding Source: 5311

Assistance Needs:

Abrams, Barbara ✓	2:30:00PM	Too Your Health Spa 2174 W Dunnellon Rd Dunnellon, FL 34431	3:00:00PM	Rolling Hills Apts 11150 Rolling Hills Rd Apt 11 Dunnellon, FL 34431	Ambulatory	\$ 0.00	(352) 256-2933
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Funding Source: 5311

Assistance Needs:

NAME OF STAFF: Sara Brown

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.

Date of Observation: 2/14/2024

Please list any special guests that were present:

Location: Silver Springs Blvd

Number of Passengers picked up/dropped off: 4

Ambulatory 2

Non-Ambulatory 2

Was the driver on time? Yes No - How many minutes late/early?

Did the driver provide any passenger assistance? Yes No

Was the driver wearing any identification? Yes: Uniform Name Tag
 ID Badge No

Did the driver render an appropriate greeting?
 Yes No Driver regularly transports the rider, not necessary

CTC has a policy on seat belts, did the driver ensure the passengers were properly belted?
 Yes No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?
 Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations?
 Yes No

Does the vehicle have working heat and air conditioning?
 Yes No

Does the vehicle have two-way communications in good working order?
 Yes No

If used, was the lift in good working order?
 Yes No



Actual Trips Summary - FL_Marion

For Time Period: 2/14/2024

Printed: 2/14/2024 8:12:11AM

Run Name: Unassigned
Driver Name: Tom . Lawton

Vehicle: Bus 2106

Driver _____
Signature _____

Miles Out

Miles In

Cash

Tickets

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
✓ Baker, Marcie	9:30:00AM	3150 NE 36th Ave #371 Ocala, FL 34479	10:00:00AM	Fl. Center for the Blind 1411 Ne 22nd Ave Ocala, FL 34470	Ambulatory	\$ 2.00	(952) 212-4758

Request Time: 10:00 am

Funding Source: ADA

Assistance Needs: Visually Impaired [Uses Blind Cane]; Service Animal

✓ Wipperman, Barbara	9:30:00AM	Evangeline Booth Apts 2921 Ne 14th St #221 Ocala, FL 34470	10:00:00AM	Fl. Center for the Blind 1411 Ne 22nd Ave Ocala, FL 34470	Ambulatory	\$ 2.00	(352) 789-8784
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Request Time: 10:00 am

Funding Source: ADA

Assistance Needs: General Comments

✓ Tennyson, Dennis##	10:30:00AM	Spanish Oaks 3150 Ne 36th Ave Lot 452 Ocala, FL 34479	11:00:00AM	Wound & Hyperbaric Center 3300 SW 34th Avenue #104 Ocala, FL 34474	Wheelchair Oversized	\$ 2.00	(352) 304-6417
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Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
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Request Time: 11:00 am

Funding Source: ADA

Assistance Needs:

✓ O'Mara, Barbara	10:45:00AM	Trinity Villas 3748 Ne 8th Pl #353 D Ocala, FL 34470	11:15:00AM	Total Patient Care Of Ocala 3320 Sw 33rd Rd Ste 200 Ocala, FL 34474	Wheelchair	\$ 2.00	(352) 390-6381
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Request Time: 11:15 am

Funding Source: ADA

Assistance Needs: General Comments [Lift to Load]

Puente, Jose	1:00:00PM	Trinity Villas 3718 NE 8th Pl #115-B Ocala, FL 34470	1:30:00PM	Delgado-Pulmonary Cons 3301 SW 34th Cir #202 Ocala, FL 34474	Ambulatory	\$ 2.00	(352) 351-1128
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Request Time: 1:30 pm

Funding Source: ADA

Assistance Needs: General Comments [Trinity Villas]

Hopkins, Dannie	1:30:00PM	1214 Se 32nd Ave Ocala, FL 34471	2:00:00PM	Orthopedic Institute/West Marion 4600 Sw 46th Ct west wing #210,220,250 Ocala, FL 34474	Wheelchair	\$ 2.00	(352) 216-4330
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Request Time: 2:00 pm

Funding Source: ADA

Assistance Needs:

NAME OF STAFF: Tiffany McKenzie

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. **REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.**

Date of Observation: 2/7/2024

Please list any special guests that were present: PAMELA HICKS WILLIAMS, DIANA PIERCE, DONNA PIERCE

Location: WALMART - 2600 SW 19TH AVE RD, Ocala, FL

Number of Passengers picked up/dropped off: 4

Ambulatory 3

Non-Ambulatory 1

Was the driver on time? Yes No How many minutes late/early?

Did the driver provide any passenger assistance? Yes No

Was the driver wearing any identification? Yes: Uniform Name Tag ID Badge No

Did the driver render an appropriate greeting? Yes No Driver regularly transports the rider, not necessary

CTC has a policy on seat belts, did the driver ensure the passengers were properly belted? Yes No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects? Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations? Yes No

Does the vehicle have working heat and air conditioning? Yes No

Does the vehicle have two-way communications in good working order? Yes No

If used, was the lift in good working order? Yes No

NAME OF STAFF: Tiffany McKenzie

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. **REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.**

Date of Observation: 2/7/2024

Please list any special guests that were present: MARY SUE RICH & DANNA LEWIS

Location: FRESNUS ST #404 - 2701 SW CORNER

Number of Passengers picked up/dropped off: 2

Ambulatory 1 - LEWIS

Non-Ambulatory RICH

Was the driver on time? Yes No - How many minutes late/early?

Did the driver provide any passenger assistance? Yes No

Was the driver wearing any identification? Yes: Uniform Name Tag ID Badge No

Did the driver render an appropriate greeting? Yes No Driver regularly transports the rider, not necessary

CTC has a policy on seat belts, did the driver ensure the passengers were properly belted? Yes No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects? Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations? Yes No

32-620-3071
Does the vehicle have working heat and air conditioning? Yes No

Does the vehicle have two-way communications in good working order? Yes No

If used, was the lift in good working order? Yes No



Scheduled Trips Summary - FL_Marion

For Time Period: 2/7/2024

Printed: 2/6/2024 3:27:34PM

Run Name: Unassigned

Vehicle: Bus 2005

Driver Name:

Driver

JEFF HICKLE

Miles Out

Cash

Signature

Miles In

Tickets

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Hicks, Pamela	9:30:00AM	Ocala Ridge 5585 Nw 3rd Pl Ocala, FL 34482	10:00:00AM	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	Lift to Load	\$ 0.00	(352) 286-5224

Funding Source: TD

Assistance Needs: General Comments [Ocala Ridge]

Luke, Willie	9:30:00AM	Ocala Park Estates 5961 NW 60th Ter Ocala, FL 34482	10:00:00AM	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	Ambulatory	\$ 2.00	(352) 390-0342
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Funding Source: TD

Assistance Needs: General Comments [Ocala Park Estates]

Pierce, Diana	9:30:00AM	Sweetwater Oaks MHP 3151 NW 44th Ave Lot #174-GCode 8200 Ocala, FL 34482	10:00:00AM	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	Ambulatory	\$ 2.00	(352) 622-9071
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Funding Source: 5311

Assistance Needs: General Comments [Sweetwater Oaks**Gate Code 8200]

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Pierce, Donna	9:30:00AM	Sweetwater Oaks MHP 3151 NW 44th Ave Lot #174-GCode 8200 Ocala, FL 34482	10:00:00AM	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	Ambulatory	\$ 2.00	(352) 622-9071

Funding Source: 5311

Assistance Needs: General Comments [Sweetwater Oaks**Gate Code 8200]

Rich, Mary Sue ✓	10:00:00AM	1802 NW 24th CT Ocala, FL 34475	10:30:00AM	Fresenius STE #404 2701 Sw College Rd Ocala, FL 34474	Wheelchair	\$ 2.00	(352) 629-1571
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Funding Source: ADA

Assistance Needs:

Lewis, Dollie ✓	10:30:00AM	2537 Nw 2nd St Ocala, FL 34475	11:00:00AM	Fresenius STE #404 2701 Sw College Rd Ocala, FL 34474	Ambulatory	\$ 2.00	(352) 425-0234
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Funding Source: ADA

Assistance Needs:

Hicks, Pamela ✓	12:00:00PM 10-12	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	12:30:00PM	Ocala Ridge 5585 Nw 3rd Pl Ocala, FL 34482	Lift to Load	\$ 0.00	(352) 286-5224
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Funding Source: TD

Assistance Needs: General Comments [Ocala Ridge]

Luke, Willie ✓	12:00:00PM 10-12	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	12:30:00PM	Ocala Park Estates 5961 NW 60th Ter Ocala, FL 34482	Ambulatory	\$ 2.00	(352) 390-0342
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Funding Source: TD

Assistance Needs: General Comments [Ocala Park Estates]

Customer Name	Pick Up Time	Pick Up Address	Drop Off Time	Drop Off Address	Mobility Type	Customer Pay	Telephone Ext.
Pierce, Diana	12:00:00PM	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	12:30:00PM	Sweetwater Oaks MHP 3151 NW 44th Ave Lot #174-GCode 8200 Ocala, FL 34482	Ambulatory	\$ 2.00	(352) 622-9071

Funding Source: 5311

Assistance Needs: General Comments [Sweetwater Oaks**Gate Code 8200]

Pierce, Donna	12:00:00PM	Walmart 2600 SW 19th Avenue Rd Ocala, FL 34471	12:30:00PM	Sweetwater Oaks MHP 3151 NW 44th Ave Lot #174-GCode 8200 Ocala, FL 34482	Ambulatory	\$ 2.00	(352) 622-9071
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Funding Source: 5311

Assistance Needs: General Comments [Sweetwater Oaks**Gate Code 8200]

NAME OF STAFF: Carlos Colon

ON-SITE OBSERVATION OF THE SYSTEM

RIDE A VEHICLE WITHIN THE COORDINATED SYSTEM. **REQUEST A COPY OF THE MANIFEST PAGE THAT CONTAINS THIS TRIP.**

Date of Observation:

Please list any special guests that were present:

Location:

Number of Passengers picked up/dropped off:

Ambulatory

Non-Ambulatory

Was the driver on time? Yes No - How many minutes late/early?

Did the driver provide any passenger assistance? Yes No
Lift.

Was the driver wearing any identification? Yes: Uniform Name Tag
 ID Badge No

Did the driver render an appropriate greeting?
 Yes No Driver regularly transports the rider, not necessary
Courtesy at its best.

CTC has a policy on seat belts, did the driver ensure the passengers were properly belted?
 Yes No

Was the vehicle neat and clean, and free from dirt, torn upholstery, damaged or broken seats, protruding metal or other objects?
 Yes No

Is there a sign posted on the interior of the vehicle with both a local phone number and the TD Helpline for comments/complaints/commendations?
 Yes No

Does the vehicle have working heat and air conditioning?
 Yes No

Does the vehicle have two-way communications in good working order?
 Yes No

If used, was the lift in good working order?
 Yes No

RIDER/BENEFICIARY SURVEY

Staff making call: Andrea Melvin

County: Marion

Date of Call: 2/6/24

Funding Source: TD

1) Did you receive transportation service on 2/6/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week ~~3-5Times/Week~~

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:



means independence + freedom

Additional Question:

How did you find out about Marion Transit Services?

Florida Center for the Blind

RIDER/BENEFICIARY SURVEY

Staff making call: Andrea Melvin

County: Marion

Date of Call: 2/6/24

Funding Source: TD

1) Did you receive transportation service on 2/6/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

Helps me get from place to place

Additional Question:

How did you find out about Marion Transit Services?

Florida Center for the Blind

RIDER/BENEFICIARY SURVEY

Staff making call: Andrea Melvin

County: Marion

Date of Call: 2/6/24

Funding Source: TD

1) Did you receive transportation service on 2/6/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week 3rd trip

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

Independence.

All the drivers I've had so far are awesome

Additional Question:

How did you find out about Marion Transit Services?

Florida Center for the Blind

RIDER/BENEFICIARY SURVEY

Staff making call: Andrea Melvin

County: Marion

Date of Call: 2/6/24

Funding Source: TD

1) Did you receive transportation service on 2/6/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

I can live on my own.

I would like to have more options to go shopping in town

Additional Question:

How did you find out about Marion Transit Services?

can't remember

RIDER/BENEFICIARY SURVEY

Staff making call: Andrea Melvin

County: Marion

Date of Call: 2/6/24

Funding Source: _____

1) Did you receive transportation service on _____ ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week First trip

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None

3-5 Times

1-2 Times

6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible

Space not available

Lack of funds

Destination outside service area

Other _____

5) What do you normally use the service for?

Medical

Education/Training/Day Care

Employment

Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice

Cost

Pick up times not convenient

Late pick up-specify time of wait

Assistance

Accessibility

Service Area Limits

Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

More freedom

Additional Question:

How did you find out about Marion Transit Services?

friend

RIDER/BENEFICIARY SURVEY

Staff making call: Carlos Colon

814/0

County: Marion

Date of Call: 2/13/2024

Funding Source: _____

1) Did you receive transportation service on 2/13/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 2/13/24 ?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.) *everything, cannot drive*

Additional Comments:

Additional Question:

How did you find out about Marion Transit Services?

Relative

Kodita Sutor

Marion Transit Services

RIDER/BENEFICIARY SURVEY

Staff making call: M Stone

County: Marion

Date of Call: 2/22/24

Funding Source: _____

When or what date was the last time you rec'd service?

1) Did you receive transportation service on compl of week ago Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

\$2.00 each way

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

2-3 per mo.

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 1-2 Times 3-5 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 7

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

Very caring, helpful. Wonderful with
riders.

Additional Question:

How did you find out about Marion Transit Services?

Sign in Del Web - Spruce Creek
word of Mouth

Charlie
Zorgt

Marion Transit Services

RIDER/BENEFICIARY SURVEY

Staff making call: Mstone
Date of Call: 2/22/24

County: Marion
Funding Source: _____

When or what date was the last time you rec'd service? Several months ago
1) Did you receive transportation service on _____? Yes or No "only"
2) Were you charged an amount in addition to the co-payment? Yes or No \$ 2.00
If so, how much? per trip.

3) How often do you normally obtain transportation?

- Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services? every other month/yr.

Yes

No. If no, skip to question # 5

A. How many times in the last 6 months have you been refused transportation services?

- None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 5.

B. What was the reason given for refusing you transportation services?

- Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

- Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 8

What type of problem did you have with your trip?

- Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

*A wonderful service!
Takes her walking and help her
so well. This allows her to stay
independent - Will be 90 in a few weeks!*

Additional Question:

How did you find out about Marion Transit Services?

Son told her about them.

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)
without or won't be able to go places, Dr's appoint. Okayed, helpful.

Additional Comments:

Additional Question:

How did you find out about Marion Transit Services?

housing place

RIDER/BENEFICIARY SURVEY

Staff making call: Carlos Colon

County: Marion

Date of Call: 2/13/24

864/0

Funding Source: _____

1) Did you receive transportation service on 2/13/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? 2.00

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 2/13/24?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

*Trying to quit driving,
life saver*

Additional Comments:

Additional Question:

How did you find out about Marion Transit Services?

Social worker

RIDER/BENEFICIARY SURVEY

Staff making call: Liz Mitchell

County: Marion

Date of Call: 2/9/24

Funding Source: Retired

84 yrs. old

1) Did you receive transportation service on 2/9/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area

Other N/A

5) What do you normally use the service for?

Medical dialysis Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other NO PROBLEMS

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by everything for use in publications.)

Additional Comments:

TRANSPORTATION MEAN EVERYTHING TO ME.
MY LIFE. WITHOUT IT, I COULD NOT
GET TO DIALYSIS.

Additional Question:

How did you find out about Marion Transit Services?

MY GRANDSON KNEW ABOUT IT.

RIDER/BENEFICIARY SURVEY

Staff making call: Liz Mitchell
Date of Call: 2/9/24

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2-9-24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by YES for use in publications.)

Additional Comments:

LIFE LINE - VERY HAPPY BUT DON'T
GO TO ENOUGH VARIETY OF STORES - HAVE
REQUESTED & WON'T DO IT.

Additional Question:

How did you find out about Marion Transit Services?

DON'T REMEMBER.

RIDER/BENEFICIARY SURVEY

Staff making call: Liz Mitchell
Date of Call: 2/9/24

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2-9-24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by everything for use in publications.)

Additional Comments:

Because dialysis drains me
when I'm done with treatments

Additional Question:

How did you find out about Marion Transit Services?

Social worker at dialysis
13 years ago

RIDER/BENEFICIARY SURVEY

Staff making call: Liz Mitchell
Date of Call: 2/9/24

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2/9/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10+

8) What does transportation mean to you? (Permission granted by Michelle Gantley for use in publications.)

Additional Comments:

The Transportation Service is a Blessing
It has ~~been~~ to these people care
for you

Additional Question:

How did you find out about Marion Transit Services?

The Best

RIDER/BENEFICIARY SURVEY

Staff making call: Liz Mitchell
Date of Call: 2/9/24

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2/9/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by YES for use in publications.)

Additional Comments:

LIFE of DEATH

Additional Question:

How did you find out about Marion Transit Services?

Through DIALYSIS

RIDER/BENEFICIARY SURVEY

Staff making call: Sara Brown
Date of Call: 2/14/24

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2/14/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week *depends on the week*

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice

Cost

Pick up times not convenient

Late pick up-specify time of wait

Assistance

Accessibility

Service Area Limits

Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

 9

8) What does transportation mean to you? (Permission granted by Barbara for use in publications.)

Additional Comments:

To get you to the doctor

Additional Question:

How did you find out about Marion Transit Services?

Been riding for 10 years

RIDER/BENEFICIARY SURVEY

Staff making call: Sara Brown

County: Marion

Date of Call: 2/14/24

Funding Source: _____

1) Did you receive transportation service on 2/14/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
8.5

8) What does transportation mean to you? (Permission granted by Dennis for use in publications.)

Additional Comments:

Glad it is available for when he needs it. He likes it a lot and its very important.

Additional Question:

How did you find out about Marion Transit Services?

Either wife looked it up or home health aid

RIDER/BENEFICIARY SURVEY

Staff making call: Sara Brown

County: Marion

Date of Call: 2/14/24

Funding Source: _____

1) Did you receive transportation service on 2/14/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10

8) What does transportation mean to you? (Permission granted by Barbara for use in publications.)

Additional Comments:

- getting transport and be able to get things done

Additional Question:

How did you find out about Marion Transit Services? (3)

has been riding for a few years and
does not remember

RIDER/BENEFICIARY SURVEY

Staff making call: Sara Brown

County: Marion

Date of Call: 2/14/24

Funding Source: _____

1) Did you receive transportation service on 2/14/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? always pay \$2

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10

8) What does transportation mean to you? (Permission granted by MARCI for use in publications.)

Additional Comments:

Transportation means quality of life

Additional Question:

How did you find out about Marion Transit Services?

Florida Center for the Blind - riding for 2 months

- * Loves the service. has anxiety and has not had any issues with when she needs to be picked up.
- * She sees a lot of negativity from passengers

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie
Date of Call: / /

County: Marietta
Funding Source: _____

1) Did you receive transportation service on 2/7/2024? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? N/A

3) How often do you normally obtain transportation?

- Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

- Yes
 No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

- None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

- Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

- Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on 2/7/2024?
 Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

- Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

9

8) What does transportation mean to you? (Permission granted by TAMARA HICKS for use in publications.)

Additional Comments:

IT'S ALRIGHT THANK GOD FOR
MARION TRANSPORTATION.

Additional Question:

How did you find out about Marion Transit Services?

WANDA or LVEY?

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie

County: Marion

Date of Call: / /

Funding Source: _____

1) Did you receive transportation service on 2/7/2024? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? N/A

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

WED

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional - Walmart

6) Did you have a problem with your trip on 2/7/2024

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by WILLIE WYSE for use in publications.)

Additional Comments:

THEY ARE VERY CONVENIENT!

JEFF HACKLE IS MY FAVORITE DRIVER!

Additional Question:

How did you find out about Marion Transit Services?

~~WON'T REMEMBER~~ WORDS OF MOUTH

WONNA
PIECE

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie

County: Marion

Date of Call: 2/7/2024

Funding Source: _____

1) Did you receive transportation service on 2/7/2024 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? N/A

3) How often do you normally obtain transportation?

- Daily 7 Days/Week
- Other
- 1-2 Times/Week SHOPPING
- 3-5 Times/Week

4) Have you ever been denied transportation services?

- Yes
- No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

- None
- 1-2 Times
- 3-5 Times
- 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

- Ineligible
- Lack of funds
- Space not available
- Destination outside service area
- Other _____

5) What do you normally use the service for?

- Medical N/A
- Employment
- Nutritional
- Education/Training/Day Care
- Life-Sustaining/Other

6) Did you have a problem with your trip on 2/7/2024?

- Yes. If yes, please state or choose problem from below
- No. If no, skip to question # 6

What type of problem did you have with your trip?

- Advance notice
- Pick up times not convenient
- Assistance
- Service Area Limits
- Cost
- Late pick up-specify time of wait
- Accessibility
- Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

MEANS A WHOLE LOT, ESPECIALLY
WHEN YOU LIVE FAR OUT

Additional Question:

How did you find out about Marion Transit Services?

DIANA PIERCE

DIANA
TARCE

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie

County: Marion

Date of Call: 2 / 7 / 2024

Funding Source: _____

1) Did you receive transportation service on 2/7/2024 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? N/A

3) How often do you normally obtain transportation?

- Daily 7 Days/Week
- Other
- 1-2 Times/Week
- 3-5 Times/Week

4) Have you ever been denied transportation services?

- Yes
- No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

- None
- 1-2 Times
- 3-5 Times
- 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

- Ineligible
- Lack of funds
- Other _____
- Space not available
- Destination outside service area

5) What do you normally use the service for?

- Medical
- Employment
- Nutritional
- Education/Training/Day Care
- Life-Sustaining/Other

6) Did you have a problem with your trip on 2/9/2024

- Yes. If yes, please state or choose problem from below
- No. If no, skip to question # 6

What type of problem did you have with your trip?

- Advance notice
- Pick up times not convenient
- Assistance
- Service Area Limits
- Cost
- Late pick up-specify time of wait
- Accessibility
- Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

9

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

WAY TO GET OUT & I DON'T HAVE TO
TAKE A CAB. CABS WERE CHARGING
\$50, COULDN'T AFFORD.

JEFF HICKIE IS MY FAVORITE DRIVER!

Additional Question:

How did you find out about Marion Transit Services?

DOCTOR'S OFFICE

DOLLIE
LEWIS

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie

County: Maria

Date of Call: / /

Funding Source: _____

1) Did you receive transportation service on 2/7/2024 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by Yes DOLLE LEWIS for use in publications.)

Additional Comments:

MEANS A LOT

Additional Question:

How did you find out about Marion Transit Services?

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie
Date of Call: / /

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2/7/2021? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much? N/A

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

9

8) What does transportation mean to you? (Permission granted by _____ use in publications.)

(YES) MARY SUE
for RICH

Additional Comments:

MEANS A LOT

Additional Question:

How did you find out about Marion Transit Services?

RIDER/BENEFICIARY SURVEY

Staff making call: Brandon Palermo
Date of Call: 02072024

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2/7/2024? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
6 years.

8) What does transportation mean to you? (Permission granted by necessary for use in publications.)

Additional Comments:

She also needs transportation to the movie theatre, she has no other transportation

Additional Question:

How did you find out about Marion Transit Services?

RIDER/BENEFICIARY SURVEY

Staff making call: Brandon Palermo
Date of Call: 01252024

County: Marion
Funding Source: TD

1) Did you receive transportation service on 11-15-2023 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10 _____

8) What does transportation mean to you? (Permission granted by It a blessing because hmy relatives don't have vehicles. for use in publications.)

Additional Comments:

Its a great program.

Additional Question:

How did you find out about Marion Transit Services?

RIDER/BENEFICIARY SURVEY

Staff making call: Brandon Palermo

County: Marion

Date of Call: 02/07 /2024

Funding Source: _____

1) Did you receive transportation service on _____? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

REFUSED TO ANSWER - DID NOT RECOGNIZE THE NUMBER

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

Eva refused to answer because she did not know the number calling.

Additional Question:

How did you find out about Marion Transit Services?

RIDER/BENEFICIARY SURVEY

Staff making call: Susan Hanley
Date of Call: 02/13/2024

County: Marion
Funding Source: _____

1) Did you receive transportation service on 01/23/24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

standard \$4.00 round trip

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week
as needed for medical appointments

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area

Other needed certification that trips to the Gym were for medical purposes

5) What do you normally use the service for?

Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on 01/23/24?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

It means a lot. I am unable to drive and my daughter
can no longer take me. I cannot afford Uber.

Additional Question:

How did you find out about Marion Transit Services?

I had a stroke years ago. I needed Physical Therapy
and the hospital caseworker arranged transportation for
me.

RIDER/BENEFICIARY SURVEY

Staff making call: Susan Hanley
Date of Call: 02/14/2024

County: Marion
Funding Source: _____

1) Did you receive transportation service on 02/08/24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

*Uses United contractor
for medical appointments.
States Marion Transit is
much more reliable.*

6) Did you have a problem with your trip on 02/08/24?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.
10

8) What does transportation mean to you? (Permission granted by Mary Lou Loda for use in publications.)

Additional Comments:

It is a 100% thing for me. I do not have anyone
that can take me to Walmart for groceries. I
have to use one of the electric carts and the drivers
help me. They are very kind.

Additional Question:

How did you find out about Marion Transit Services?

I first heard about it at a seminar given at
Rolling Greens.

RIDER/BENEFICIARY SURVEY

Staff making call: Susan Hankey
Date of Call: 02/15/2024

County: Marion
Funding Source: _____

1) Did you receive transportation service on 02/12/24 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week
couple times a month

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 02/12/24 ?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

However, I have been late for appointments a couple of times in the past.

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

They are so helpful. I have very bad arthritis and have
trouble getting on the van. The drivers are wonderful.

Additional Question:

How did you find out about Marion Transit Services?

I saw the vans driving around town. I wrote down
the number and called them.

RIDER/BENEFICIARY SURVEY

Staff making call: J. ROSKO /DOEA County: Marion
Date of Call: 01/14/24 Funding Source: _____

1) Did you receive transportation service on 01/03/24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 01/03/24?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

Its absolutely wonderful, I feel more secure
and don't have to worry about getting to
my appointments

Additional Question:

How did you find out about Marion Transit Services?

- Has a friend who works for the city who
suggested the service to help her

- Stated that drivers and everyone she has
spoken with are wonderful to speak to.

RIDER/BENEFICIARY SURVEY

Staff making call: J. ROSKO/DOEA
Date of Call: 02/14/24

County: Marion
Funding Source: _____

1) Did you receive transportation service on last use 02/13/24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other PCP did not send paperwork, has not happened since paperwork was submitted

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 02/13/24?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

9

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

means a lot, if I didn't have it, it
would cost so much more just to go down
the street to Walmart. I have to save every
bit I can on a fixed income.

Additional Question:

How did you find out about Marion Transit Services?

-Received a brochure but unsure where he got
it from

-stated that drivers are courteous, professional, and
friendly

RIDER/BENEFICIARY SURVEY

Staff making call: J. ROSKO/DOEA County: Marion
Date of Call: 02/14/24 Funding Source: _____

1) Did you receive transportation service on 02/09/24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 02/09/24

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

Everything because I have no other transportation
and rely on it to do everything.

Additional Question:

How did you find out about Marion Transit Services?

Called herself after writing down the phone
number on the side of the bus.

RIDER/BENEFICIARY SURVEY

Staff making call: J. Kosko/DOEA County: Marion
Date of Call: 08/14/24 Funding Source: _____

1) Did you receive transportation service on 01/15/24? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 01/15/24?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

It means a lot because everyone in her family
works and it's helpful to get back and forth to
appointments.

Additional Question:

How did you find out about Marion Transit Services?

She found out from the Independent Living
facility staff

Stated the drivers are very nice people

CAMERON
HARDY - N/A

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie

County: Marion

Date of Call: 2 / 7 / 2024

Funding Source:

1) Did you receive transportation service on 12/1/2023 ? Yes or No

WITHIN
LAST 2 WEEKS

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

ONCE OR TWICE PER MONTH

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times
 1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available
 Lack of funds Destination outside service area
 Other _____

5) What do you normally use the service for?

Medical DOCTOR'S Education/Training/Day Care
 Employment Life-Sustaining/Other
 Nutritional

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost
 Pick up times not convenient Late pick up-specify time of wait
 Assistance Accessibility
 Service Area Limits Late return pick up - length of wait

Drivers - specify

Reservations - specify length of wait

Vehicle condition

Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

8

8) What does transportation mean to you? (Permission granted by CAMERON for use in publications.)
SPURGEON

Additional Comments:

ITS WONDERFUL + I CAN'T DO WITHOUT
THE SERVICES. I WOULD PAY MORE
IF I HAD TO.
WOULD LIKE TO SEE LONGER HOURS.

Additional Question:

How did you find out about Marion Transit Services?

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie

County: Marion

Date of Call: 2/7/2024

Funding Source: _____

1) Did you receive transportation service on 2/1/2024? Yes or No LAST WEEK.

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional SHOPPING

6) Did you have a problem with your trip on _____?

Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice Cost

Pick up times not convenient Late pick up-specify time of wait

Assistance Accessibility

Service Area Limits Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by BETTY STEVENS for use in publications.)

Additional Comments:

DRIVERS ARE TERRIFIC

REALLY HELP EVERYONE

IT'S A BLESSING. MEANS A LOT. LIKE A FAMILY.

IT MEANS THAT I CAN GET OUT OF THE HOUSE TO DO MY SHOPPING + GO TO DOCTORS.

Additional Question:

How did you find out about Marion Transit Services?

Neighborhood/word of mouth

SUZANNE
TAYLOR

RIDER/BENEFICIARY SURVEY

Staff making call: Tiffany McKenzie
Date of Call: 2/7/2024

County: Marion
Funding Source: _____

1) Did you receive transportation service on 2/6/2024 ? Yes or No

2) Were you charged an amount in addition to the co-payment? Yes or No

If so, how much?

3) How often do you normally obtain transportation?

Daily 7 Days/Week Other 1-2 Times/Week 3-5 Times/Week

4) Have you ever been denied transportation services?

Yes

No. If no, skip to question # 4

A. How many times in the last 6 months have you been refused transportation services?

None 3-5 Times

1-2 Times 6-10 Times

If none, skip to question # 4.

B. What was the reason given for refusing you transportation services?

Ineligible Space not available

Lack of funds Destination outside service area

Other _____

5) What do you normally use the service for?

Medical Education/Training/Day Care

Employment Life-Sustaining/Other

Nutritional

6) Did you have a problem with your trip on 2/6/2024
 Yes. If yes, please state or choose problem from below

No. If no, skip to question # 6

What type of problem did you have with your trip?

Advance notice

Cost

Pick up times not convenient

Late pick up-specify time of wait

Assistance

Accessibility

Service Area Limits

Late return pick up - length of wait

- Drivers - specify
- Vehicle condition

- Reservations - specify length of wait
- Other

7) On a scale of 1 to 10 (10 being most satisfied) rate the transportation you have been receiving.

10

8) What does transportation mean to you? (Permission granted by _____ for use in publications.)

Additional Comments:

I LIKE ALL OF THE SERVICES PEOPLE & SERVICE MEAN EVERYTHING TO ME.

ASKED ABOUT TRIP VOUCHERS/TICKETS, TO USE WHEN SHE DOESN'T HAVE THE FUNDING. SAID SHE WILL CALL.

[OUT OF COUNTY SERVICES]

Additional Question:

How did you find out about Marion Transit Services?

RESEARCH

Contractor Survey
Marion County

The School Board of Marion County

Contractor name (optional)

1. Do the riders/beneficiaries call your facility directly to cancel a trip?

Yes No

2. Do the riders/beneficiaries call your facility directly to issue a complaint?

Yes No

3. Do you have a toll-free phone number for a rider/beneficiary to issue commendations and/or complaints posted on the interior of all vehicles that are used to transport TD riders?

Yes No

If yes, is the phone number posted the CTC's?

Yes No

4. Are the invoices you send to the CTC paid in a timely manner?

Yes No

5. Does the CTC give your facility adequate time to report statistics?

Yes No

6. Have you experienced any problems with the CTC?

Yes No

If yes, what type of problems?

Comments:

PURCHASING AGENCY SURVEY

Staff making call: _____

Purchasing Agency name: _____

Representative of Purchasing Agency: _____

1) Do you purchase transportation from the coordinated system?

YES

NO If no, why?

2) Which transportation operator provides services to your clients?

3) What is the primary purpose of purchasing transportation for your clients?

Medical

Employment

Education/Training/Day Care

Nutritional

Life Sustaining/Other

4) On average, how often do your clients use the transportation system?

7 Days/Week

1-3 Times/Month

1-2 Times/Week

Less than 1 Time/Month

3-5 Times/Week

5) Have you had any unresolved problems with the coordinated transportation system?

- Yes
- No If no, skip to question 7

6) What type of problems have you had with the coordinated system?

- Advance notice requirement [specify operator (s)]
- Cost [specify operator (s)]
- Service area limits [specify operator (s)]
- Pick up times not convenient [specify operator (s)]
- Vehicle condition [specify operator (s)]
- Lack of passenger assistance [specify operator (s)]
- Accessibility concerns [specify operator (s)]
- Complaints about drivers [specify operator (s)]
- Complaints about timeliness [specify operator (s)]
- Length of wait for reservations [specify operator (s)]
- Other [specify operator (s)] _____

7) Overall, are you satisfied with the transportation you have purchased for your clients?

- Yes
- No If no, why? _____

**Level of Cost
Worksheet 1**

Insert Cost page from the AOR.



CTC Expense Sources

County: Marion

CTC Status: Submitted

CTC Organization: Marion Senior Services, Inc.

Fiscal Year: 07/01/2022 - 06/30/2023

CTD Status: Under Review

Expense Sources	Selected Reporting Period			Previous Reporting Period		
	CTC & Transportation Operators	Coordination Contractors	Total	CTC & Transportation Operators	Coordination Contractors	Total
Labor	\$ 1,857,357	\$ 153,302	\$ 2,010,659	\$ 1,630,444	\$ 109,695	\$ 1,740,139
Fringe Benefits	\$ 405,265	\$ 11,960	\$ 417,225	\$ 363,042	\$ 7,551	\$ 370,593
Services	\$ 425,084	\$ 0	\$ 425,084	\$ 403,713	\$ 0	\$ 403,713
Materials & Supplies Consumed	\$ 670,968	\$ 66,062	\$ 737,030	\$ 386,461	\$ 25,137	\$ 411,598
Utilities	\$ 52,138	\$ 11,726	\$ 63,864	\$ 33,850	\$ 9,549	\$ 43,399
Casualty & Liability	\$ 175,690	\$ 52,411	\$ 228,101	\$ 323,897	\$ 62,069	\$ 385,966
Taxes	\$ 976	\$ 9,317	\$ 10,293	\$ 24,085	\$ 5,957	\$ 30,042
Miscellaneous	\$ 29,784	\$ 42,723	\$ 72,507	\$ 9,660	\$ 32,269	\$ 41,929
Interest	\$ 368	\$ 0	\$ 368	\$ 717	\$ 0	\$ 717
Leases & Rentals	\$ 136,176	\$ 0	\$ 136,176	\$ 7,057	\$ 0	\$ 7,057
Capital Purchases	\$ 333,316	\$ 0	\$ 333,316	\$ 529,768	\$ 0	\$ 529,768
Contributed Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Allocated Indirect Expenses	\$ 0	\$ 0	\$ 0	\$ 16,375	\$ 0	\$ 16,375
Purchased Transportation Services						
Bus Pass	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
School Board (School Bus)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Transportation Network Companies (TNC)	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Taxi	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Contracted Operator	\$ 0	N/A	\$ 0	\$ 0	N/A	\$ 0
Total - Expense Sources	\$ 4,087,122	\$ 347,501	\$ 4,434,623	\$ 3,729,069	\$ 252,227	\$ 3,981,296

Level of Competition Worksheet 2

1. Inventory of Transportation Operators in the Service Area

	Column A Operators Available	Column B Operators Contracted in the System.	Column C Include Trips	Column D % of all Trips
Private Non-Profit				
Private For-Profit				
Government				
Public Transit Agency				
Total				

2. How many of the operators are coordination contractors? _____

3. Of the operators included in the local coordinated system, how many have the capability of expanding capacity? _____

Does the CTC have the ability to expand? _____

4. Indicate the date the latest transportation operator was brought into the system. _____

5. Does the CTC have a competitive procurement process? _____

6. In the past five (5) years, how many times have the following methods been used in selection of the transportation operators?

	Low bid
	Requests for qualifications
	Negotiation only

	Requests for proposals
	Requests for interested parties

Which of the methods listed on the previous page was used to select the current operators?

7. Which of the following items are incorporated in the review and selection of transportation operators for inclusion in the coordinated system?

	Capabilities of operator
	Age of company
	Previous experience
	Management
	Qualifications of staff
	Resources
	Economies of Scale
	Contract Monitoring
	Reporting Capabilities
	Financial Strength
	Performance Bond
	Responsiveness to Solicitation

	Scope of Work
	Safety Program
	Capacity
	Training Program
	Insurance
	Accident History
	Quality
	Community Knowledge
	Cost of the Contracting Process
	Price
	Distribution of Costs
	Other: (list)

8. If a competitive bid or request for proposals has been used to select the transportation operators, to how many potential operators was the request distributed in the most recently completed process? _____

How many responded? _____

The request for bids/proposals was distributed:

_____ Locally _____ Statewide _____ Nationally

9. Has the CTC reviewed the possibilities of competitively contracting any services other than transportation provision (such as fuel, maintenance, etc...)? _____

Level of Availability (Coordination)
Worksheet 3

Planning – What are the coordinated plans for transporting the TD population?

Public Information – How is public information distributed about transportation services in the community?

Certification – How are individual certifications and registrations coordinated for local TD transportation services?

Eligibility Records – What system is used to coordinate which individuals are eligible for special transportation services in the community?

Call Intake – To what extent is transportation coordinated to ensure that a user can reach a Reservationist on the first call?

Reservations – What is the reservation process? How is the duplication of a reservation prevented?

Trip Allocation – How is the allocation of trip requests to providers coordinated?

Scheduling – How is the trip assignment to vehicles coordinated?

Transport – How are the actual transportation services and modes of transportation coordinated?

Dispatching – How is the real time communication and direction of drivers coordinated?

General Service Monitoring – How is the overseeing of transportation operators coordinated?

Daily Service Monitoring – How are real-time resolutions to trip problems coordinated?

Trip Reconciliation – How is the confirmation of official trips coordinated?

Billing – How is the process for requesting and processing fares, payments, and reimbursements coordinated?

Reporting – How is operating information reported, compiled, and examined?

Cost Resources – How are costs shared between the coordinator and the operators (s) in order to reduce the overall costs of the coordinated program?

Information Resources – How is information shared with other organizations to ensure smooth service provision and increased service provision?

Overall – What type of formal agreement does the CTC have with organizations, which provide transportation in the community?

APPENDIX



January 30, 2024

Florida Department of Transportation, District Five
Attn: Ms. Diane Poitras, Transit Programs Administrator
420 W. Landstreet RD
Orlando, FL 32824

RE: AGENCY CONTACT INFORMATION

To: District Five

This letter provides certification of the current agency contacts:

- Ms. Jennifer Martinez, Executive Director – jmartinez@marionseniorservices.org
- Mr. Clayton Murch, Transportation Director – cmurch@marionseniorservices.org
- Ms. Tamara Grant-Powell, Finance Director – tpowell@marionseniorservices.org
- Mr. Herman Schulz, Transit Manager – hschulz@marionseniorservices.org
- Ms. Karen Eads, Trips Manager – kwilliams@marionseniorservices.org
- Mr. Joseph Bartolomeo, Transit Manager – jbartolomeo@marionseniorservices.org

Sincerely,



Clayton Murch, Transportation Director

**MARION TRANSIT
CLIENT INTAKE FORM**

MARION TRANSIT SERVICE IS PROVIDED ACCORDING TO THE FOLLOWING NEEDS AS SPACE IS AVAILABLE:
MEDICAL • LIFE SUSTAINING ACTIVITIES • EDUCATION • WORK • BUSINESS • RECREATIONAL

SECTION I - DETERMINATION OF ELIGIBILITY

LAST NAME: Craig FIRST NAME: TORREY MI: _____
 ADDRESS: 2820 SW 34^{1/2} ST # 316 CITY: OCALA STATE: FL ZIP: 344
 COUNTY: MARION TELEPHONE #: (____) _____ CELL #: (727) 851-5427
 DOB: 3 1 30 1948 SS#: _____
 OTHER HOUSEHOLD MEMBERS (LIST EACH MEMBER)

NAME: None RELATIONSHIP: _____ AGE: _____ PHONE: _____
 EMERGENCY CONTACT: Craig, Torrey Jr. RELATIONSHIP: Son AGE: _____ PHONE: 727-465-6484

Transportation Disadvantaged (eligibility criteria) – Attach any documentation for eligibility claimed:

Mental or Physical Disability Poor* Age**
 (*Poor = Income level at or below 150% of the Federal Poverty Guideline / Age** = 60+ or <16 years old.)

SECTION II - AVAILABILITY OF TRANSPORTATION

- YES/NO
- DO YOU OWN A CAR? IF NOT, WHY? No Car.
 - DO YOU HAVE A VALID DRIVER'S LICENSE?
 - COULD YOU DRIVE YOUR CAR TO MEDICAL APPTS?
 - DOES ANYONE IN YOUR HOUSEHOLD HAVE A CAR? IF NOT, WHY? only in ER.
 - COULD THEY DRIVE YOU TO YOUR APPOINTMENTS?
 - DO YOU HAVE FAMILY MEMBERS WHO CAN TRANSPORT YOU TO APPOINTMENTS?
 - DO YOU HAVE FRIENDS WHO CAN TRANSPORT YOU TO YOUR APPOINTMENTS?

LIST ALL HOSPITALS, DOCTORS, AND MEDICAL FACILITIES THAT YOU VISIT ON A REGULAR BASIS:

NAME OF HOSPITAL/DOCTOR/FACILITIES:	TYPE OF TREATMENT?	# MONTHLY VISITS?
<u>VA - in Ocala.</u>	<u>pop - just moved to Ocala.</u>	<u>August 1st from SW Pasadena</u>

SECTION III -

- YES/NO
- DO YOU LIVE ON A **SUNTRAN** ROUTE? WHAT IS THE DISTANCE TO THE NEAREST BUS STOP? _____
 - DO YOU HAVE ANY LIMITATIONS THAT WOULD PREVENT YOU FROM RIDING THE BUS?
PLEASE DESCRIBE: difficult to walk
 - ARE YOU ENROLLED IN ANY OTHER PROGRAM(S) THAT WILL PAY FOR OR PROVIDE TRANSPORTATION?
PLEASE LIST: Medicare / Freedom.
Walker - when needed.

SECTION IV -

PLEASE CHECK OR LIST ANY SPECIAL NEEDS, SERVICES OR MODES OF TRANSPORTATION YOU REQUIRE DURING TRANSPORTATION:

WHEELCHAIR _____, POWER WHEELCHAIR _____, CANE _____, WALKER , SERVICE ANIMAL _____, OXYGEN _____
PERSONAL CARE ATTENDANT _____, LIFT TO LOAD _____, SCOOTER _____

OTHER: _____

SECTION V -

I ATTEST ALL INFORMATION IS CORRECT TO MY KNOWLEDGE AND ANY CHANGES WILL BE REPORTED TO MARION TRANSIT IMMEDIATELY:

SIGNATURE OF APPLICANT: _____ DATE: _____/_____/_____

SIGNATURE OF PREPARER: Yvonne Rosario DATE: 1/24/2023
(IF OTHER THAN APPLICANT)

PREPARER - PRINT NAME: YVONNE ROSARIO RELATIONSHIP OR MARION TRANSIT: MT

OFFICE USE ONLY

INITIAL REVIEW:

NAME (LAST, FIRST): Santiago Cyndi

SECTION VI -

INITIAL AUTHORIZATION

APPROVAL DATE: 1/14/23

DENIED DATE: _____/_____/_____ REASON: _____

MANAGER REVIEW - IF DENIED

BY: _____ TITLE: _____ DATE: _____/_____/_____

COMMENTS: _____

PERIODIC REVIEWS (EVERY 3 YEARS MINIMUM)

BY: Cyndi DATE: 1/11/23

BY: _____ DATE: _____

BY: Cyndi DATE: 1/27/23

BY: _____ DATE: _____

BY: Stacy DATE: 1/16/24

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

BY: _____ DATE: _____

**MARION TRANSIT
CLIENT INTAKE FORM**

MARION TRANSIT SERVICE IS PROVIDED ACCORDING TO THE FOLLOWING NEEDS AS SPACE IS AVAILABLE:
MEDICAL • LIFE SUSTAINING ACTIVITIES • EDUCATION • WORK • BUSINESS • RECREATIONAL

SECTION I - DETERMINATION OF ELIGIBILITY

LAST NAME: DeGeneffe FIRST NAME: Cindy MI: _____
 ADDRESS: 6524 SW 108th Pl CITY: Ocala STATE: FL ZIP: 34476
 COUNTY: Marion TELEPHONE #: (920) 932-1975 CELL #: () - -
 DOB: 11 / 26 / 50 SS#: _____
 OTHER HOUSEHOLD MEMBERS (LIST EACH MEMBER)

NAME: Victoria Crull RELATIONSHIP: friend AGE: _____ PHONE: 920.655.7965
 EMERGENCY CONTACT: Victoria Crull RELATIONSHIP: " AGE: _____ PHONE: "

Transportation Disadvantaged (eligibility criteria) – Attach any documentation for eligibility claimed:

_____ Mental or Physical Disability _____ Poor* Age**
 (*Poor = Income level at or below 150% of the Federal Poverty Guideline / Age** = 60+ or <16 years old.)

SECTION II - AVAILABILITY OF TRANSPORTATION

- YES / NO
- N DO YOU OWN A CAR?
 - N DO YOU HAVE A VALID DRIVER'S LICENSE?
 - N COULD YOU DRIVE YOUR CAR TO MEDICAL APPTS? IF NOT, WHY? _____
 - N DOES ANYONE IN YOUR HOUSEHOLD HAVE A CAR?
 - N COULD THEY DRIVE YOU TO YOUR APPOINTMENTS? IF NOT, WHY? _____
 - N DO YOU HAVE FAMILY MEMBERS WHO CAN TRANSPORT YOU TO APPOINTMENTS?
 - N DO YOU HAVE FRIENDS WHO CAN TRANSPORT YOU TO YOUR APPOINTMENTS?

LIST ALL HOSPITALS, DOCTORS, AND MEDICAL FACILITIES THAT YOU VISIT ON A REGULAR BASIS:

NAME OF HOSPITAL/DOCTOR/FACILITIES:	TYPE OF TREATMENT?	# MONTHLY VISITS?
<u>Biernot</u>	<u>Primary</u>	<u>Every 3 months</u>

SECTION III -

- YES / NO
- N DO YOU LIVE ON A **SUNTRAN** ROUTE? WHAT IS THE DISTANCE TO THE NEAREST BUS STOP? _____
 - N DO YOU HAVE ANY LIMITATIONS THAT WOULD PREVENT YOU FROM RIDING THE BUS?
PLEASE DESCRIBE: _____
 - N ARE YOU ENROLLED IN ANY OTHER PROGRAM(S) THAT WILL PAY FOR OR PROVIDE TRANSPORTATION?
PLEASE LIST: _____

SECTION IV -

PLEASE CHECK OR LIST ANY SPECIAL NEEDS, SERVICES OR MODES OF TRANSPORTATION YOU REQUIRE DURING TRANSPORTATION:

WHEELCHAIR _____, POWER WHEELCHAIR _____, CANE _____, WALKER _____, SERVICE ANIMAL _____, OXYGEN _____
PERSONAL CARE ATTENDANT _____, LIFT TO LOAD _____, SCOOTER _____

OTHER: _____

SECTION V -

I ATTEST ALL INFORMATION IS CORRECT TO MY KNOWLEDGE AND ANY CHANGES WILL BE REPORTED TO MARION TRANSIT IMMEDIATELY:

SIGNATURE OF APPLICANT: _____ DATE: _____ / _____ / _____

SIGNATURE OF PREPARER: Brenda Shewburt DATE: 10 / 2 / 23
(IF OTHER THAN APPLICANT)

PREPARER - PRINT NAME: Brenda Shewburt RELATIONSHIP OR MARION TRANSIT

OFFICE USE ONLY

INITIAL REVIEW:

NAME (LAST, FIRST): Regis, Stacy

SECTION VI -

INITIAL AUTHORIZATION

APPROVAL DATE: 10 / 02 / 23

DENIED DATE: _____ / _____ / _____ REASON: _____

MANAGER REVIEW - IF DENIED

BY: _____ TITLE: _____ DATE: _____ / _____ / _____

COMMENTS: _____

PERIODIC REVIEWS (EVERY 3 YEARS MINIMUM)

BY: <u>Stacy</u>	DATE: <u>10/13/23</u>	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____

**MARION TRANSIT
CLIENT INTAKE FORM**

MARION TRANSIT SERVICE IS PROVIDED ACCORDING TO THE FOLLOWING NEEDS AS SPACE IS AVAILABLE:
MEDICAL • LIFE SUSTAINING ACTIVITIES • EDUCATION • WORK • BUSINESS • RECREATIONAL

SECTION I - DETERMINATION OF ELIGIBILITY

LAST NAME: Green FIRST NAME: Christina MI: _____
 ADDRESS: 10 Juniper Pass Terr CITY: Ocala STATE: FL ZIP: 34472
 COUNTY: Marion TELEPHONE #: (352) 445-2892 CELL #: (____) _____
 DOB: 04 / 26 / 1941 SS#: _____
 OTHER HOUSEHOLD MEMBERS (LIST EACH MEMBER)

NAME: David Cooper RELATIONSHIP: Son AGE: _____ PHONE: 478-538-0997
 EMERGENCY CONTACT: Jessica Cooper RELATIONSHIP: Daughter AGE: _____ PHONE: 352-445-7892

Transportation Disadvantaged (eligibility criteria) – Attach any documentation for eligibility claimed:

Mental or Physical Disability _____ Poor* _____ Age**
 (*Poor = Income level at or below 150% of the Federal Poverty Guideline / Age** = 60+ or <16 years old.)

SECTION II - AVAILABILITY OF TRANSPORTATION

YES / NO

1. N DO YOU OWN A CAR?
2. Y DO YOU HAVE A VALID DRIVER'S LICENSE?
3. N COULD YOU DRIVE YOUR CAR TO MEDICAL APPTS? IF NOT, WHY? _____
4. N DOES ANYONE IN YOUR HOUSEHOLD HAVE A CAR?
5. N COULD THEY DRIVE YOU TO YOUR APPOINTMENTS? IF NOT, WHY? _____
6. N DO YOU HAVE FAMILY MEMBERS WHO CAN TRANSPORT YOU TO APPOINTMENTS?
7. N DO YOU HAVE FRIENDS WHO CAN TRANSPORT YOU TO YOUR APPOINTMENTS?

LIST ALL HOSPITALS, DOCTORS, AND MEDICAL FACILITIES THAT YOU VISIT ON A REGULAR BASIS:

NAME OF HOSPITAL/DOCTOR/FACILITIES:	TYPE OF TREATMENT?	# MONTHLY VISITS?
<u>Home Phys. Group</u>	<u>Primary</u>	<u>Monthly</u>
<u>Siebhur</u>	<u>Ortho</u>	<u>2-3 x month</u>

SECTION III -

YES / NO

1. N DO YOU LIVE ON A **SUNTRAN** ROUTE? WHAT IS THE DISTANCE TO THE NEAREST BUS STOP? _____
2. N DO YOU HAVE ANY LIMITATIONS THAT WOULD PREVENT YOU FROM RIDING THE BUS?
PLEASE DESCRIBE: _____
3. N ARE YOU ENROLLED IN ANY OTHER PROGRAM(S) THAT WILL PAY FOR OR PROVIDE TRANSPORTATION?
PLEASE LIST: _____

SECTION IV -

PLEASE CHECK OR LIST ANY SPECIAL NEEDS, SERVICES OR MODES OF TRANSPORTATION YOU REQUIRE DURING TRANSPORTATION:

WHEELCHAIR _____, POWER WHEELCHAIR , CANE _____, WALKER _____, SERVICE ANIMAL _____, OXYGEN _____
PERSONAL CARE ATTENDANT _____, LIFT TO LOAD _____, SCOOTER _____

OTHER: _____

SECTION V -

I ATTEST ALL INFORMATION IS CORRECT TO MY KNOWLEDGE AND ANY CHANGES WILL BE REPORTED TO MARION TRANSIT IMMEDIATELY:

SIGNATURE OF APPLICANT: _____ DATE: _____ / _____ / _____

SIGNATURE OF PREPARER: Brenda Stewart DATE: 12 / 11 / 23
(IF OTHER THAN APPLICANT)

PREPARER - PRINT NAME: Brenda Stewart RELATIONSHIP OR MARION TRANSIT: (A)

OFFICE USE ONLY

INITIAL REVIEW:

NAME (LAST, FIRST): Regis Stang

SECTION VI -

INITIAL AUTHORIZATION

APPROVAL DATE: 12 / 11 / 23

DENIED DATE: _____ / _____ / _____ REASON: _____

MANAGER REVIEW - IF DENIED

BY: _____ TITLE: _____ DATE: _____ / _____ / _____

COMMENTS: _____

PERIODIC REVIEWS (EVERY 3 YEARS MINIMUM)

BY: <u>Stang</u>	DATE: <u>1/1/24</u>	BY: _____	DATE: _____
BY: <u>Stang</u>	DATE: <u>1/5/24</u>	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____
BY: _____	DATE: _____	BY: _____	DATE: _____

State Code 12226
Medicaid

**MARION TRANSIT
CLIENT INTAKE FORM**

MARION TRANSIT SERVICE IS PROVIDED ACCORDING TO THE FOLLOWING NEEDS AS SPACE IS AVAILABLE:
MEDICAL • LIFE SUSTAINING ACTIVITIES • EDUCATION • WORK • BUSINESS • RECREATIONAL

SECTION I - DETERMINATION OF ELIGIBILITY

LAST NAME: VARGAS FIRST NAME: LINIAN MI: _____
 ADDRESS: 9914 SW 55th AVE RD CITY: OCALA STATE: FL ZIP: 34474
 COUNTY: MARION TELEPHONE # () _____ CELL #: (78) 927 1602
 DOB: 09 12 1957 SS#: _____
 OTHER HOUSEHOLD MEMBERS (LIST EACH MEMBER)
 NAME: RAFAEL VARGAS RELATIONSHIP: husb. AGE: _____ PHONE: 917-915-3110
 EMERGENCY CONTACT: " RELATIONSHIP: " AGE: _____ PHONE: "

Transportation Disadvantaged (eligibility criteria) – Attach any documentation for eligibility claimed:

Mental or Physical Disability _____ Poor* 66 Age**
 (*Poor = Income level at or below 150% of the Federal Poverty Guideline / Age** = 60+ or <16 years old.)

SECTION II - AVAILABILITY OF TRANSPORTATION

YES/NO

- DO YOU OWN A CAR?
- DO YOU HAVE A VALID DRIVER'S LICENSE?
- COULD YOU DRIVE YOUR CAR TO MEDICAL APPTS? IF NOT, WHY? has fallen * needs
- DOES ANYONE IN YOUR HOUSEHOLD HAVE A CAR? IF NOT, WHY? husb cannot drive.
- COULD THEY DRIVE YOU TO YOUR APPOINTMENTS? IF NOT, WHY? he needs, alone
- DO YOU HAVE FAMILY MEMBERS WHO CAN TRANSPORT YOU TO APPOINTMENTS?
- DO YOU HAVE FRIENDS WHO CAN TRANSPORT YOU TO YOUR APPOINTMENTS?

LIST ALL HOSPITALS, DOCTORS, AND MEDICAL FACILITIES THAT YOU VISIT ON A REGULAR BASIS:

NAME OF HOSPITAL/DOCTOR/FACILITIES:	TYPE OF TREATMENT?	# MONTHLY VISITS?
<u>Jennifer Singuefle</u>	<u>per</u>	<u>started</u>
<u>MKK</u>	<u>heart</u>	<u>3 months.</u>

SECTION III -

YES/NO

- DO YOU LIVE ON A **SUNTRAN** ROUTE? WHAT IS THE DISTANCE TO THE NEAREST BUS STOP? _____
- DO YOU HAVE ANY LIMITATIONS THAT WOULD PREVENT YOU FROM RIDING THE BUS?
PLEASE DESCRIBE: as per client may not be able to drive again as Dr.
- ARE YOU ENROLLED IN ANY OTHER PROGRAM(S) THAT WILL PAY FOR OR PROVIDE TRANSPORTATION?
PLEASE LIST: Medicare - Dr. Bill
visit a care

SECTION IV -

PLEASE CHECK OR LIST ANY SPECIAL NEEDS, SERVICES OR MODES OF TRANSPORTATION YOU REQUIRE DURING TRANSPORTATION:

WHEELCHAIR _____, POWER WHEELCHAIR _____, CANE , WALKER _____, SERVICE ANIMAL _____, OXYGEN _____
PERSONAL CARE ATTENDANT _____, LIFT TO LOAD _____, SCOOTER _____

OTHER: _____

SECTION V -

I ATTEST ALL INFORMATION IS CORRECT TO MY KNOWLEDGE AND ANY CHANGES WILL BE REPORTED TO MARION TRANSIT IMMEDIATELY:

SIGNATURE OF APPLICANT: _____ DATE: _____ / _____ / _____

SIGNATURE OF PREPARER: *Yvonne Rosario* DATE: *12* / *04* / *2023*
(IF OTHER THAN APPLICANT)

PREPARER - PRINT NAME: *YVONNE ROSARIO* RELATIONSHIP OR MARION TRANSIT: *MT*

OFFICE USE ONLY

INITIAL REVIEW:

NAME (LAST, FIRST): *Regis Stary*

SECTION VI -

INITIAL AUTHORIZATION

APPROVAL DATE: *12 10 23*

DENIED DATE: _____ / _____ / _____ REASON: _____

MANAGER REVIEW - IF DENIED

BY: _____ TITLE: _____ DATE: _____ / _____ / _____

COMMENTS: _____

PERIODIC REVIEWS (EVERY 3 YEARS MINIMUM)

BY: *Stary* DATE: *12/10/23* BY: _____ DATE: _____
BY: _____ DATE: _____ BY: _____ DATE: _____
BY: _____ DATE: _____ BY: _____ DATE: _____
BY: _____ DATE: _____ BY: _____ DATE: _____
BY: _____ DATE: _____ BY: _____ DATE: _____
BY: _____ DATE: _____ BY: _____ DATE: _____

CONTRACTS

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SPECIAL DATA SHARE AGREEMENT

This Special Data Share Agreement ("Agreement") is by and between **Marion Senior Services, Inc.** ("CONTRACTOR") located at 1101 SW 20th Court, Ocala, FL 34471 and **The School Board of Marion County, Florida** ("SCHOOL BOARD") located at 512 S.E. Third Street, Ocala, Florida 34471. In consideration of the promises contained herein and intending to be bound thereby, the parties agree as follows:

1. **SCOPE OF WORK.** CONTRACTOR agrees to provide temporary transportation services for homeless/needy students of Marion County Public Schools to get them to and from school each school day, only until the Marion County Public School Transportation Department establishes new route.

A. Provide safe and reliable Transportation for students during transition of homeless period @ 3.45 per mile (ambulatory) and \$5.92 per mile (non-ambulatory). Transportation services (to include excess cost of transportation to and from the school of origin) expected to be needed by approximately 50% of displaced/homeless students.

2. **COMPENSATION.** The cost of the goods and services shall not exceed **thirty-one thousand dollars (\$31,000.00)**. Fees will be payable upon receipt of an invoice, except for fees that SCHOOL BOARD may dispute in good faith for reasons outlined in writing by SCHOOL BOARD within ten (10) days after receiving such invoice. School Board will make all payments pursuant to the "Local Government Prompt Payment Act," Chapter 218, Fla. Stats. (2020). Invoices for fees or other compensation for services or expenses must be submitted to SCHOOL BOARD in detail sufficient for a proper pre-audit or post-audit thereof. CONTRACTOR must comply with §218.74(4), Fla. Stat. (2020), in assessing any service charge to any overdue amounts under this Agreement.

3. **PAYMENT.** The School Board's Accounts Payable Department will generate all payments as indicated below:

A. Payments will be made in accordance with approved invoices, and may be paid monthly, quarterly, or in lump sum payments at the discretion of District staff.

Before doing business, CONTRACTOR must submit a Substitute W-9/Vendor Information Form electronically to the SCHOOL BOARD contact listed in the "Notice" provision" of this Agreement.

SCHOOL BOARD will not accept any goods delivered or services performed unless it has issued a duly authorized purchase order for said goods and services. Each invoice submitted to SCHOOL BOARD must include: (i) name and address of CONTRACTOR; (ii) a unique invoice number; (iii) a line item description of the total or extended price; (iv) the date of shipment; and (v) must reference the purchase order number. SCHOOL BOARD may use a "Purchasing Card" for payment of CONTRACTOR invoices under this Agreement. CONTRACTOR agrees to accept payment by Purchasing Card and may not add additional handling charges or services fees to such payments.

4. **INSPECTION/ACCEPTANCE.** All goods and services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of SCHOOL BOARD. SCHOOL BOARD will not authorize payment until it receives and accepts the goods and services with a proper invoice. SCHOOL BOARD reserves the right to have rejected goods replaced by CONTRACTOR at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. CONTRACTOR will bear transportation costs and any additional costs in each instance. SCHOOL BOARD does not waive its rights concerning the rejection of material by failing to notify CONTRACTOR promptly upon receipt of delivery.

5. **CHANGES.** The District's authorized representative for this Agreement, by written notification to the CONTRACTOR may make minor changes to this Agreement without further SCHOOL BOARD approval. The SCHOOL BOARD defines minor changes as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, revisions to customized work specifications that do not alter approved costs, and administration of the Agreement. The CONTRACTOR shall not amend any provision of this Agreement without the written approval of the District's authorized representative or SCHOOL BOARD.

6. **SHIPPING. CONTRACTOR MUST PLACE AN ITEMIZED LIST OF CONTENTS IN EACH PACKAGE BEARING THE PURCHASE ORDER NUMBER.** Packaging must comply with the standard regulations of common carriers, and transportation must be on the lowest cost-basis unless SCHOOL BOARD authorizes other packaging or method of transportation. CONTRACTOR assumes all risks of loss or damage to all goods, work in progress, materials, and other things until received and accepted by SCHOOL BOARD. SCHOOL BOARD will return defective materials or those not in compliance with SCHOOL BOARD specifications at CONTRACTOR's risk and expense. CONTRACTOR must disclose all shipping charges and include them in all Price Quotes provided to SCHOOL BOARD under this Agreement.

7. **QUANTITIES.** CONTRACTOR cannot change the quantities specified in this Agreement without District staff's written approval. SCHOOL BOARD will return goods shipped over the quantity designated at CONTRACTOR's expense.

8. **SALES PROMOTIONS/PRICE REDUCTIONS.** Should sales promotions or price reductions occur that lower the price of the items listed in the Price Quote, CONTRACTOR will extend to SCHOOL BOARD the lower price offered by any such promotions or reductions. The CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. If the CONTRACTOR offers more favorable pricing to one of its customers, the CONTRACTOR shall extend to the SCHOOL BOARD the same pricing or the then current market price, whichever is lower.

9. **TAX EXEMPTION.** SCHOOL BOARD is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption # 85-801262222C-6). District staff will send a copy of the Certificate of Exemption to CONTRACTOR upon request. SCHOOL BOARD's Federal Employer Identification Number is 59-6000734. CONTRACTOR doing business with SCHOOL BOARD is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the SCHOOL BOARD, nor is CONTRACTOR authorized to

use SCHOOL BOARD's Tax Exemption Number for securing materials described in section 1 above.

10. **TERM & TERMINATION.** This Agreement is effective on the date last signed by the parties and will terminate at the end of the business day on June 30, 2021. Renewal of this Agreement for three additional one-year periods is contingent upon the same terms and conditions, the satisfactory performance of the CONTRACTOR, and availability of funds. SCHOOL BOARD reserves the right to terminate this Agreement at any time and for any reason, upon giving five (5) days (for purchases of goods) or thirty (30) days (for contracting services) prior written notice to CONTRACTOR. If the SCHOOL BOARD terminates the Agreement for convenience as provided herein, it relieves the SCHOOL BOARD of all obligations under this Agreement. SCHOOL BOARD shall only pay the CONTRACTOR the amount for services performed before termination of the Agreement. SCHOOL BOARD may terminate this Agreement upon thirty (30) days advance written notice to CONTRACTOR, for failure of CONTRACTOR to cure a default, as defined in the "Default" provision of this Agreement, or due to lack of, or cancellation of, grant funds made available to SCHOOL BOARD. Upon receipt of a notice of termination, CONTRACTOR shall cease incurring additional obligations under this Agreement. However, SCHOOL BOARD shall allow CONTRACTOR to incur all necessary and proper costs, which CONTRACTOR cannot reasonably avoid during the termination process.

SCHOOL BOARD conditions each payment obligation created by this Agreement on the availability of funds appropriated or allocated for the payment of services or goods. SCHOOL BOARD shall have the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. SCHOOL BOARD may terminate this Agreement at the end of the period for which funds are available if SCHOOL BOARD does not allocate further funding. SCHOOL BOARD shall notify CONTRACTOR at the earliest possible time before such termination. No penalty will accrue to SCHOOL BOARD, and SCHOOL BOARD is not obligated or liable for any future payments or any damages because of termination under this section.

11. **DEFAULT.** The SCHOOL BOARD, by written notice of default to the CONTRACTOR, may terminate the Agreement in whole or in part if the CONTRACTOR fails to perform any provisions of this Agreement satisfactorily, fails to make progress which endangers performance under the terms and conditions of this Agreement, provides repeated non-performance, or does not remedy any such failure within a period of ten (10) days (or such period as the District's authorized representative may allow in writing) after receipt of notice from the District's authorized representative specifying such failure. If the District's authorized representative terminates this Agreement in whole or in part because of default of the CONTRACTOR, the SCHOOL BOARD may procure the goods or services similar to those terminated or invoke any other remedy or remedies that may be legally available, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

If SCHOOL BOARD determines that the CONTRACTOR was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the parties will have the same rights and obligations as under a "Termination for Convenience."

12. **EXCESS FUNDS.** Any Party receiving funds paid by SCHOOL BOARD under this Agreement must promptly notify SCHOOL BOARD of any funds erroneously received upon the

discovery of such receipt. CONTRACTOR must refund excess funds to SCHOOL BOARD. CONTRACTOR must refund excess funds paid by SCHOOL BOARD due to CONTRACTOR billing errors with interest calculated from the date of the erroneous payment or overpayment. The interest rate for judgments under § 55.03, Fla. Stats. (2020), at the time SCHOOL BOARD made the erroneous payment or overpayment will apply.

13. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor for all purposes arising under this Agreement. CONTRACTOR and its officers, agents, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of SCHOOL BOARD. No officer, agent, or employee of CONTRACTOR or SCHOOL BOARD shall be deemed an officer, agent, or employee of the other Party. Neither CONTRACTOR nor SCHOOL BOARD, nor any officer, agent, or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

14. **INSURANCE.** ✓ (If checked, see Exhibit A for additional insurance requirements.)

CONTRACTOR shall provide evidence of insurance as required by SCHOOL BOARD's Risk Management Department, which may include, without limitation, professional liability, general liability, worker's compensation, auto liability, and cyber liability insurance coverages. Upon request, CONTRACTOR shall name "The School Board of Marion County, Florida, its officers, directors, and employees" as additional insureds. Before the effective date of the Agreement, CONTRACTOR shall provide SCHOOL BOARD with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of coverage. If the Agreement is pursuant to a Request for Proposal or Invitation to Bid, then the CONTRACTOR shall also comply with insurance requirements set forth therein. CONTRACTOR shall maintain insurance coverage in effect for the entire term of the Agreement. Cancellation or modification of terms, without the prior written consent of SCHOOL BOARD, shall constitute a material default under the Agreement.

15. **INDEMNIFICATION.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless SCHOOL BOARD, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs, and attorneys' fees at the pre-trial, trial, and appellate levels, arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of CONTRACTOR or other persons employed or utilized by CONTRACTOR in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification is in addition to and not in lieu of any other remedy available under this Agreement or otherwise. CONTRACTOR's available insurance under this Agreement, or otherwise, will not diminish or limit this indemnification obligation in any way. The remedy provided to the Indemnitees by this indemnification survives this Agreement. The provisions of this Section specifically survive the termination of this Agreement. The provisions of this Section are intended to require the CONTRACTOR to furnish the greatest amount of indemnification allowed under Florida law. If any indemnification requirement in this Agreement violates any law, the Parties agree the provision requires the greatest level of indemnification by the CONTRACTOR to the Indemnitees allowable under Florida law. CONTRACTOR acknowledges that indemnification by the SCHOOL BOARD may be unenforceable under Florida law and that the SCHOOL BOARD does not waive any legal defense based on the unenforceability of such indemnification position.

16. **DUTY TO DEFEND.** CONTRACTOR agrees, at its own expense, and upon written request by the SCHOOL BOARD, to defend any suit, action, or demand brought against SCHOOL BOARD on any claim or demand arising out of, resulting from, or incidental to CONTRACTOR's performance under this Agreement.

17. **CONDUCT WHILE ON SCHOOL PROPERTY.** CONTRACTOR acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and will at all times conduct themselves in a manner consistent with SCHOOL BOARD policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of CONTRACTOR to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the SCHOOL BOARD. CONTRACTOR agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

18. **ENTIRE UNDERSTANDING.** The Parties understand and agree that this Agreement contains the complete understanding and agreement between the parties. No stipulation, agreement, or understanding will be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either Party will be binding on either Party as a warranty or otherwise, except as expressly set forth herein. Only amendments, modifications, or waivers of terms that are in writing and signed by both Parties are binding.

19. **GOVERNING LAW & VENUE.** The laws of the State of Florida govern all aspects of this Agreement and all transactions contemplated by it without regard to principles of conflicts of laws. Venue for any litigation related to this Agreement will be in Marion County, Florida.

20. **COMPLIANCE WITH LAWS AND POLICIES.** Each Party must comply with all applicable federal and state laws, local government licensing requirements, codes, rules, and regulations and written SCHOOL BOARD policies in performing its duties, responsibilities, and obligations under this Agreement. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility. The Safety Data Sheet (SDS) must accompany any toxic substance provided to the SCHOOL BOARD as a result of this Agreement.

21. **CONFIDENTIALITY OF STUDENT RECORDS.** CONTRACTOR understands and agrees that it is subject to all applicable federal and state laws and written SCHOOL BOARD Policies relating to the confidentiality of student information. CONTRACTOR further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S. Code § 1232g; 34 CFR §99; and §§ 1002.22 and 1002.221, Fla. Stats. (2020), or any other applicable law or regulation, either federal or state, regarding confidentiality of student information and records. CONTRACTOR shall regard all student information as confidential and will not disclose the student information to any third party. This provision survives the termination of or completion of all performance or obligations under this Agreement and is fully binding upon CONTRACTOR.

22. **PROTECTION AND HANDLING OF DATA.**

- A. **Data Confidentiality and Security.** CONTRACTOR shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information as required in the Data Sharing and Privacy Agreement attached hereto as Exhibit B.
- B. **Compliance.** CONTRACTOR will not knowingly permit any CONTRACTOR's personnel to have access to any SCHOOL BOARD facility or any records or data of SCHOOL BOARD if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. CONTRACTOR shall assure that all contracts with subcontractors or subprocessors impose these obligations on the subcontractors or subprocessors' and must monitor the subcontractors' and subprocessors' compliance with such obligations. No subcontractors or subprocessors may be used without prior written consent of the SCHOOL BOARD.
- C. **FERPA** - To the extent Services provided hereunder pertain to the access to student information, CONTRACTOR shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Notwithstanding the above, it is understood and agreed that SCHOOL BOARD will obtain any necessary consents from parents or students prior to providing student information to CONTRACTOR, and SCHOOL BOARD is wholly responsible for providing annual notice to students and parents of their rights with respect to Florida Statutes.
- D. **HIPAA, CIPA, and GLBA** - CONTRACTOR also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).
- E. **Data De-identification** - CONTRACTOR may use aggregate data only for product development, research, or other purposes. CONTRACTOR must have approval of the SCHOOL BOARD to publish or market SCHOOL BOARD data.
- F. **Data Security** - CONTRACTOR agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, SCHOOL BOARD agrees to conform to the following measures to protect and secure data:
- I. **Data Transmission.** CONTRACTOR agrees that any and all transmission or exchange of system application data with SCHOOL BOARD or any other parties will take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.
 - II. **Data Storage and Backup.** CONTRACTOR agrees that any and all SCHOOL BOARD data will be stored, processed, and maintained solely on designated servers and that no SCHOOL BOARD data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CONTRACTOR's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service must be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by a SCHOOL BOARD officer with designated data, security, or signature

authority. An appropriate officer with the necessary authority is identified under SCHOOL BOARD in the Notice provision of this Agreement for any general or specific case.

CONTRACTOR agrees to store all SCHOOL BOARD backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

- iii. **Data Re-Use.** CONTRACTOR agrees that any and all data exchanged will be used expressly and solely for the purposes enumerated in this Agreement. Data will not be distributed, repurposed, or shared across other applications, environments, or business units of CONTRACTOR. As required by Federal law, CONTRACTOR further agrees that no SCHOOL BOARD Data of any kind will be revealed, transmitted, exchanged, or otherwise passed to other CONTRACTORS or interested parties except as necessary in order to perform the Services. Any other transmission or exchange of SCHOOL BOARD Data is only permitted on a case-by-case basis as specifically agreed to in writing by a SCHOOL BOARD officer with designated data, security, or signature authority. An appropriate officer with the necessary authority is identified under SCHOOL BOARD in the Notice provision of this Agreement for any general or specific case.

G. **End of Agreement Data Handling.** CONTRACTOR will ensure that SCHOOL BOARD Data is encrypted and that all device/medium will be scanned at the completion of any contract or service agreement or research study or project to ensure that no SCHOOL BOARD Data, PII, personal information or student record information is stored on such electronic devices/medium. Furthermore, CONTRACTOR will have in place a service that will allow CONTRACTOR to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by its employees, subcontractors, and subprocessors.

- I. CONTRACTOR agrees that upon termination of this Agreement and requested by SCHOOL BOARD in writing it will erase, destroy, and render unreadable all SCHOOL BOARD data, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of SCHOOL BOARD, whichever will come first.

If SCHOOL BOARD receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by CONTRACTOR, the SCHOOL BOARD will promptly provide a copy of the application to CONTRACTOR. CONTRACTOR will promptly supply SCHOOL BOARD with copies of records or information required in order for the SCHOOL BOARD to respond, and will cooperate with the SCHOOL BOARD's reasonable requests in connection with its response.

- ii. Upon receipt of a litigation hold request, CONTRACTOR will preserve all documents and SCHOOL BOARD's Data as identified in such request, and

suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

- H. **Data Breach** - CONTRACTOR agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of CONTRACTOR's security obligations or other event requiring notification under applicable law ("Notification Event"), CONTRACTOR agrees to notify SCHOOL BOARD in writing immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend SCHOOL BOARD and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
- I. **Mandatory Disclosure of Protected Information** - If CONTRACTOR becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, CONTRACTOR will provide SCHOOL BOARD with written notice within 72 hours, so that SCHOOL BOARD may seek an appropriate protective order or other remedy. If a remedy acceptable to SCHOOL BOARD is not obtained by the date that CONTRACTOR must comply with the request, CONTRACTOR will furnish only that portion of the Protected Information that it is legally required to furnish, and CONTRACTOR shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential. As soon as practicable, upon SCHOOL BOARD request, provide SCHOOL BOARD with a copy of its response.
- J. **Remedies for Disclosure of Confidential Information** - CONTRACTOR and SCHOOL BOARD acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage SCHOOL BOARD in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information will give SCHOOL BOARD the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). CONTRACTOR hereby waives the posting of a bond with respect to any action for injunctive relief. CONTRACTOR further grants SCHOOL BOARD the right, but not the obligation, to enforce these provisions in CONTRACTOR's name against any of CONTRACTOR's employees, officers, board members, owners, representatives, agents, contractors, subcontractors, and subprocessors violating the above provisions.
- K. **Safekeeping and Security** - As part of the Services, CONTRACTOR will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to CONTRACTOR's employees, agents, subcontractors or subprocessors. CONTRACTOR agrees to require its employees to promptly report a lost or stolen access device or information.
- L. **Non-Disclosure** - CONTRACTOR is permitted to disclose Confidential Information to its employees, authorized subcontractors, subprocessors, agents, consultants, and

auditors on a need to know basis only, provided that all such subcontractors, subprocessors, agents, consultants, and auditors have written confidentiality obligations to CONTRACTOR and SCHOOL BOARD.

M. **Request for Additional Protection** - From time to time, SCHOOL BOARD may reasonably request that CONTRACTOR protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained.

N. **Data Ownership**- Unless expressly agreed to the contrary in writing, all SCHOOL BOARD Data or PII prepared by CONTRACTOR (or its subcontractors or subprocessors) for the SCHOOL BOARD will not be disclosed to any other person or entity.

CONTRACTOR warrants to the SCHOOL BOARD that the SCHOOL BOARD will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. CONTRACTOR agrees to assign and hereby assigns all rights, title, and interest in any and all SCHOOL BOARD created intellectual property created in the performance of the Agreement to the SCHOOL BOARD, and will execute any future assignments or other documents needed for the SCHOOL BOARD to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, CONTRACTOR retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with CONTRACTOR's services (collectively, "CONTRACTOR IP"). CONTRACTOR grants to the SCHOOL BOARD a personal, nonexclusive license to use the CONTRACTOR IP for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such software and as contemplated herein. All data of the SCHOOL BOARD remains the property of the SCHOOL BOARD.

It is understood and agreed that the SCHOOL BOARD is the exclusive Owner of the SCHOOL BOARD Data and that at no point in time does or will the CONTRACTOR become the Owner of any SCHOOL BOARD Data, PII or SCHOOL BOARD files, and that should the CONTRACTOR be subject to dissolution or insolvency, SCHOOL BOARD Data, PII, or files will not be considered an asset or property of the CONTRACTOR. The SCHOOL BOARD reserves the right to demand the prompt return of any and all SCHOOL BOARD Data and PII at any time and for any reason whatsoever.

23. **PUBLIC RECORDS.** CONTRACTOR understands the broad nature of these laws and agrees to comply with Florida's Public Record Laws relating to records retention.

A. If CONTRACTOR meets the definition of "contractor" under § 119.0701, Fla. Stats. (2020), and in addition to other contract requirements provided by law, the CONTRACTOR agrees that it is acting as a contractor on behalf of SCHOOL BOARD as provided under § 119.0701(a) and will comply with Florida's Public Records Law. Specifically, CONTRACTOR agrees that it will:

- i. Keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD to perform the services performed by CONTRACTOR under contract;
- ii. Provide the public with access to such public records on request from SCHOOL

BOARD'S custodian of public records;

iii. Provide SCHOOL BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

iv. Ensure the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency;

v. Upon completion of the contract, transfer, at no cost, to SCHOOL BOARD all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCHOOL BOARD, upon request from SCHOOL BOARD'S custodian of public records, in a format that is compatible with the information technology systems of the public agency.

B. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT: PUBLIC RELATIONS AND COMMUNICATION OFFICER: KEVIN CHRISTIAN, APR, CPRC, AT (352) 671-7555, PUBLIC.RELATIONS@MARION.K12.FL.US OR IN PERSON AT 420-A SE ALVAREZ AVENUE, OCALA, FLORIDA 34471.

24. **NON-DISCRIMINATION.** Neither Party will subject any person to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

25. **NO WAIVER OF SOVEREIGN IMMUNITY.** This Agreement does not waive sovereign immunity by any agency or political subdivision to which sovereign immunity may apply, or of any rights or limits of liability existing under § 768.28, Fla. Stat. (2020). This term survives the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

26. **INSPECTOR GENERAL AUDITS.** CONTRACTOR and its subcontractors (if any), shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

27. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement provides consent by any agency or political subdivision of the State of Florida to allow any person or entity not a party to this Agreement to sue, including, but not limited to, any citizen or employees of the

CONTRACTOR or SCHOOL BOARD, in any matter arising out of this Agreement, or to confer any rights on any third party to allow any claim otherwise barred under the doctrine of sovereign immunity or by operation of law.

28. **WAIVER.** A waiver by either Party of a breach or failure to perform under this Agreement will not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Agreement and the policies of SCHOOL BOARD does not relieve CONTRACTOR of the indemnification provisions required by this Agreement. A waiver is only valid against a party if the waiver is in writing, signed by that party, and then only to the extent expressly specified therein.

29. **ASSIGNMENT.** Neither CONTRACTOR nor SCHOOL BOARD may assign or transfer any interest arising in or from this Agreement without the prior written consent of both Parties, other than to a subsidiary, its parent company, or a corporate affiliate under same ownership and control as CONTRACTOR or in connection with the sale of all, or substantially all the outstanding assets or equity of CONTRACTOR. Should an authorized assignment occur upon mutual consent, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.

30. **AMENDMENT.** Exclusive of Section 1 above, the Parties may only amend this Agreement with the mutual consent of both parties, which must be in writing and approved by SCHOOL BOARD.

31. **REPRESENTATIONS & WARRANTIES.** CONTRACTOR represents and warrants to SCHOOL BOARD under this Agreement that:

A. Another contract, agreement, business relationship, or other arrangement does not prevent CONTRACTOR from entering into, or fully performing, the services required under this Agreement;

B. CONTRACTOR affirms and certifies that none of CONTRACTOR's agents, employees, or officers have ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, either denied, suspended, revoked, terminated or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

C. CONTRACTOR affirms and certifies that it has not been convicted of a public entity crime as provided in § 287.133, Fla. Stats. (2020), to wit: A person or affiliate who has been placed on convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Fla. Stats. (2020) for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list;

D. CONTRACTOR shall comply with all laws, rules, codes, ordinances, and licensing requirements applicable to conducting its business, including those of Federal, State, and local agencies having jurisdiction and authority over its business activities, including but not limited to Chapter 287, Fla. Stats. (2020), and Fla. Admin. Code R. 60A. CONTRACTOR shall further

comply with Section 274A [8 U.S.C. 1324a] of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination. Violation by CONTRACTOR of any laws, rules, codes, ordinances, or licensing requirements will constitute, on the date and time of any such violation, a material breach of this Agreement and serve as grounds for termination or nonrenewal of this Agreement;

E. The Parties must comply with the code of ethics for public officers and employees, Chapter 112, Fla. Stats. (2020). Therefore, no CONTRACTOR who is a party to, or receives a benefit from, this Agreement may offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the SCHOOL BOARD. Furthermore, no officer, employee, or agent of the SCHOOL BOARD may solicit or accept a gratuity, favor, or anything of monetary value from CONTRACTOR, its employees, or agents as a result of this Agreement between the parties; and

F. By accepting this Agreement, CONTRACTOR expressly warrants, in addition to implied warranties, that the "Goods" furnished under this Agreement will be free from latent and patent defects and in full conformity with the specifications provided under this Agreement.

32. **PUBLICITY.** CONTRACTOR shall not use SCHOOL BOARD's name, logo, or other likeness, or of any school or office operated by Marion County Public Schools, in any press release, marketing materials, or another public announcement without SCHOOL BOARD's prior written approval.

33. **CONFLICTS.** If there is a conflict between this Agreement and the documentation attached as Exhibits A and B, this Agreement governs.

34. **CERTIFICATIONS.** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR, Part 180, as defined at 2 CFR Part 180, Section 300. CONTRACTOR certifies, to the best of its knowledge and belief, that neither the company nor its principals:

A. Are debarred, suspended, proposed for debarment, declared ineligible from operating or voluntarily excluded from participation in covered transactions by any federal, state or local department or agency.

B. Have, within the five-year period before this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

C. Are presently indicted or otherwise criminally charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the preceding paragraph B.

D. Have, within the five-year period before this Agreement had one or more public transactions terminated for cause or default.

If the CONTRACTOR is unable to certify to any of the above statements in this certification, CONTRACTOR must submit a written explanation to the SCHOOL BOARD.

CONTRACTOR shall notify SCHOOL BOARD within thirty (30) days after the occurrence of the events, actions, debarments, proposals, exclusions, convictions, judgments, indictments, or terminations as described in paragraphs (A-D) above, concerning CONTRACTOR or its principals. Where this is the case, CONTRACTOR is not authorized to provide goods or services on the purchase order until CONTRACTOR receives written approval from the SCHOOL BOARD.

35. **JESSICA LUNSFORD ACT.** The State of Florida's Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. CONTRACTOR shall require that all individuals in CONTRACTOR's organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the CONTRACTOR. If the Scope of Work stated in Section one (1) of this Agreement requires background screening, CONTRACTOR shall not provide any services until SCHOOL BOARD provides CONTRACTOR with notice of clearance and issues official School District badges. All CONTRACTOR's employees must register as a visitor before entering SCHOOL BOARD property and properly display their School District badges. Consistent with the indemnification language in this Agreement, CONTRACTOR reaffirms that it will indemnify and hold harmless SCHOOL BOARD, its officers, agents, and employees from any liability in the form of physical injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this paragraph or §§ 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468, Fla. Stats. (2020).

36. **CHILD NEGLECT.** CONTRACTOR and its employees will be subject to the requirements of § 39.201, Fla. Stats. (2020) that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873; report online at <https://reportabuse.dcf.state.fl.us/>; or fax a report to 1-800-914-0004.

37. **CONFLICT OF INTEREST.** CONTRACTOR must disclose the name of any officer, director, or agent who may be employed by the SCHOOL BOARD. CONTRACTOR must disclose the name of any SCHOOL BOARD employee who owns, directly or indirectly, any interest in CONTRACTOR or any affiliated business entity.

38. **GRATUITIES.** CONTRACTOR will not, either directly or indirectly: (1) offer, give, or provide any tangible item of value to anyone as consideration for any SCHOOL BOARD employee's decision, opinion, recommendation, vote, another exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone a tangible item of value for the benefit of, or at the direction or request of, any SCHOOL BOARD employee.

39. **E-VERIFY.** Under Executive Order 11-116, and Section 448.095, Fla. Stats. (2020) effective July 1, 2020, CONTRACTOR must use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp/>, to verify the employment eligibility of all employees hired during the term of this Agreement. CONTRACTOR must also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. CONTRACTOR must provide evidence of registration as required by Florida Statute, by January 1, 2021. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion.

40. **NOTICES.** All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO CONTRACTOR:

Tom Wilder
1101 SW 20th Court
Ocala, FL 34471
Email: Twilder@marionseniorservices.org
Fax Number: 352-620-3405

AS TO SCHOOL BOARD:

William McAteer, Director of Student Services
1614 E. Ft. King Street
Ocala, FL 34471
Email: William.McAteer@marion.k12.fl.us
Fax Number: 352-671-6861

WITH COPY TO:

Current School Board Chair
The School Board of Marion County, Florida
512 SE Third Street
Ocala, Florida 34471

or to such other address(es) as the Parties may mutually designate by notice complying with the terms of this Agreement. The Parties shall deem the notice delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date, a party signed the Return Receipt, or refused acceptance of delivery, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

41. **FORCE MAJEURE.** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For the purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes; epidemics; pandemics; government regulations; and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the Agreement for all or part of the Agreement term.

42. **FEDERAL FUNDS.** For any agreement that involves, receives, or utilizes Federal Grants funding, the following terms and conditions must be considered a part of the agreement and the CONTRACTOR accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award.

A. **FEDERAL REGISTER.** When the SCHOOL BOARD expends Federal funds, the following provisions will apply to awards made on or after 12/26/2014: see 2 CFR Part 200, which includes the substance formerly in parts 34 CFR 80.36(i)(1) through 34 CFR 80.36(i)(13) of the Federal Register. To access this information online, use the link below:

[https://www.ecfr.gov/cgi-bin/text-](https://www.ecfr.gov/cgi-bin/text-idx?SID=e030702dde6e0466e48f07949950bc66&mc=true&node=sq2.1.200_1316_sq3&rn=div7)

[idx?SID=e030702dde6e0466e48f07949950bc66&mc=true&node=sq2.1.200_1316_sq3&rn=div7](https://www.ecfr.gov/cgi-bin/text-idx?SID=e030702dde6e0466e48f07949950bc66&mc=true&node=sq2.1.200_1316_sq3&rn=div7)

B. **EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR agrees to comply with the provisions of the Civil Rights Act of 1991 (Pub. L. 102-155); the Civil Rights Act of 1964, (Pub. L. 88-352) (Title VII), as amended; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; Section 1000.05, Fla. Stats. (2020); the Pregnancy Discrimination Act of 1978; and the Family Medical Leave Act of 1993. CONTRACTOR further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age, or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. **ILLEGAL ALIEN LABOR.** CONTRACTOR shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR must not knowingly employ unauthorized aliens and should such violation occur will be cause for cancellation of the Agreement.

D. **RECOVERED MATERIALS.** (2 CFR §200.322) applies to all agreements greater than \$10,000. CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

E. **FEDERAL DRUG FREE WORKPLACE.** CONTRACTOR agrees to comply with

the drug-free workplace requirements for federal contractors pursuant to 41 U.S.C.A. § 8102.

- F. **ENERGY EFFICIENCY / CONSERVATION.** (42 U.S.C. 6201) CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- G. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Failure of the CONTRACTOR to provide products within the time specified in the Scope of Work will result in the following: The SCHOOL BOARD shall notify CONTRACTOR in writing within five (5) calendar days and provide five (5) calendar days to cure. If awarded CONTRACTOR cannot provide product or services, SCHOOL BOARD reserves the right to purchase product from another CONTRACTOR, or if this Agreement is entered as the result of a Request for Proposal the next lowest responsive and responsible bidder. The defaulting CONTRACTOR will be responsible for reimbursing SCHOOL BOARD for the price differences.
- H. **COPELAND "ANTI-KICKBACK" ACT.** (18 U.S.C. 874 AND 40 U.S.C. 276C) The CONTRACTOR certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- I. **DAVIS-BACON ACT, AS AMENDED.** (40 U.S.C. 276A TO A-7) CONTRACTOR, certifies that it is, and will continue for the term of this Agreement, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the CONTRACTOR is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR agrees to pay wages not less than once a week. CONTRACTOR must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. CONTRACTOR acknowledge that the decision to award this Agreement or subcontract is conditioned upon the acceptance of the wage determination which the CONTRACTOR accepts. The CONTRACTOR agrees to report all suspected or reported violations to the Federal awarding agency and to notify SCHOOL BOARD concurrently.
- J. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** (40 U.S.C. 327-333) CONTRACTOR, certifies that it is, and will continue for the term of this

Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

K. **HEALTH AND SAFETY STANDARDS IN BUILDING TRADES AND CONSTRUCTION INDUSTRY.** (40 U.S.C. 3704) No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

L. **CLEAN AIR ACT.** If this Agreement involves Federal funds and is over \$100,000, CONTRACTOR must comply with all applicable standards, orders, or regulations of the Clean Air Act, as Amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), Executive Order 11738, and Environmental Protection Agency regulations codified in Title 50 of the Code of Federal Regulations. CONTRACTOR must report any violations of the above to the SCHOOL BOARD.

M. **BYRD ANTI-LOBBYING AMENDMENT.** If this Agreement is in excess of \$100,000, CONTRACTOR shall comply with all applicable standards, orders, or regulations, including but not limited to:

- i. Certification Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018); and
- ii. Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 CFR Part 3018).

43. **DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES.** Pursuant to Florida law, and SCHOOL BOARD Policy 7.70 Purchasing and Bidding, accessible at <http://www.marionschools.net/domain/132>, requires all bidders, proposers, consultants, vendors, and contractors to disclose the names of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this Agreement for the bidder, proposer, consultant, vendor, or CONTRACTOR. This disclosure applies to all current employees, or those employed **within the last two (2) years**. Such disclosure will include, at a minimum, the names of former SCHOOL BOARD employees, a list of the positions the employees held in the last two (2) years of their employment with SCHOOL BOARD, and the dates the employees held those positions. Written approval by SCHOOL BOARD for the use of current or former SCHOOL BOARD employees (within the last two (2) years) is mandatory before using funds obtained from this Agreement to subsidize the current or former SCHOOL BOARD employees services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
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44. **OPPORTUNITY TO CONSULT WITH COUNSEL.** The Parties acknowledge that they have consulted or had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and its legal effect and fully understand and agree to every provision without reservation, and that they have executed this Agreement in reliance on their judgment, free from any coercion, duress, or undue influence.

45. **CONTRACTOR CONFIDENTIAL INFORMATION.** CONTRACTOR represents that the materials it is providing under this Agreement contain proprietary products and trade secrets of CONTRACTOR. To the fullest extent permissible under applicable law, SCHOOL BOARD agrees to treat the material as confidential under this article. CONTRACTOR must separately submit to SCHOOL BOARD any other material CONTRACTOR contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." Also, CONTRACTOR must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under § 812.081, Fla. Stats. (2020) and stating the factual basis for same. If a third party submits a request to SCHOOL BOARD for records designated by CONTRACTOR as Trade Secret Materials, SCHOOL BOARD shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CONTRACTOR. CONTRACTOR shall indemnify and defend SCHOOL BOARD and its employees and agents from all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

46. **DESCRIPTIVE HEADINGS.** The headings used in this Agreement are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any provision.

47. **COUNTERPARTS.** The Parties may execute this Agreement in counterparts. Faxed or other electronic imaging will be acceptable in place of originals.

48. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either Party individually warrants he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party concerning all provisions in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

MARION SENIOR SERVICES, INC.

By: Bill Oppenheimer
Bill Oppenheimer, President

Date: 3-8-21

F.E.I.N. (If organization) _____

School Board Employee: Yes No

**THE SCHOOL BOARD OF MARION COUNTY,
FLORIDA**

By: Nancy Thrown
Nancy Thrown, Board Chair

By: Diane V. Gullett
Diane V. Gullett, Ed.D., Superintendent

Date: 4/20/2021

EXHIBIT A – Insurance Requirements

Certificates of insurance and applicable endorsements shall be provided prior to the commencement of any work, showing evidence of the following coverage lines:

COMMERCIAL GENERAL LIABILITY: THE SCHOOL BOARD OF MARION COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED, AND COVERAGE SHALL APPLY ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

LIMIT OF LIABILITY: \$1,000,000 Per Occurrence

AUTOMOBILE LIABILITY: Coverage must include hired and non-owned liability. If provider does not own any business vehicles, satisfactory evidence of hired and non-owned liability coverage only will be accepted.

LIMIT OF LIABILITY: \$1,000,000 Combined Single Limit

SEXUAL ABUSE & MOLESTATION LIABILITY (UNLESS COVERAGE PROVIDED UNDER GENERAL LIABILITY):

LIMIT OF LIABILITY: \$1,000,000 Per Occurrence/Claim

CYBER LIABILITY: The School Board of Marion County, Florida shall be named as an additional insured and coverage shall apply on a primary and non-contributory basis. Coverage shall include privacy protection liability, data breach fund/expenses, and network security liability as applicable.

LIMIT OF LIABILITY: \$1,000,000 Per Occurrence/Claim

WORKERS' COMPENSATION: Provider must comply with § 440. Fla. Stat., Workers' Compensation and Employers' Liability Insurance with minimum statutory limits, to include exemptions where applicable.

Part One: Statutory

Part Two: \$250,000 Each Accident

\$250,000 Disease Policy Limit

\$250,000 Each Employee

EXHIBIT "B"

DATA SHARING AND PRIVACY AGREEMENT

BETWEEN

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

and

**MARION SENIOR SERVICES, INC.
CONTRACTOR NAME**

This Data Sharing and Privacy Agreement ("DSPA") is entered into by and between CONTRACTOR and SCHOOL BOARD, and is incorporated as Exhibit C to that specific Agreement entitled The School Board of Marion County, Florida Agreement for Goods & Services by and between CONTRACTOR and SCHOOL BOARD. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the CONTRACTOR has agreed to provide SCHOOL BOARD with certain software license, hosting, implementation, training, and digital educational services ("Services") pursuant to the Special Goods and Services Agreement attached hereto ("Service Agreement"); and

WHEREAS, Florida Administrative Code 6A-1.012(14) authorizes district school boards to acquire this solution by direct negotiation and contract with the CONTRACTOR, as best fits the needs of the school district as determined by the district school board; and

WHEREAS, to provide the Services described in the Service Agreement, the CONTRACTOR may receive and the SCHOOL BOARD may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and

WHEREAS, the documents and data transferred from SCHOOL BOARD or accessed by the CONTRACTOR in the performance of the Services Agreement are also subject to state privacy laws; and

WHEREAS, this Agreement complies with Sections 1001.41 and 1002.22, Fla. Stats. (2019) and Federal laws; and

WHEREAS, the Parties wish to enter into this DSPA to ensure that accessing or transferring of data resulting from the performance of the Services Agreement complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DSPA.** The purpose of the DSPA is to outline CONTRACTOR's responsibilities for protecting Data, including Confidential Data that is provided to CONTRACTOR for use with CONTRACTOR's product/system/service, and requires the use of appropriate safeguards to prevent the loss or inappropriate disclosure of Confidential Data. For this DSPA, Data means all records provided by School Board to CONTRACTOR for use with CONTRACTOR's product/system/service. For purposes of this DSPA, Confidential Data means certain records and the personally identifiable information contained within those records about an individual that have been determined by state or federal law to be confidential or exempt from disclosure, regardless of the form in which it is maintained (including student data, metadata, and user content), and includes, but is not limited to, education records as that term is defined in section 1002.221, Fla. Stats. (2019), 20 U.S.C. s.1232g, and 34 C.F.R. Part 99. For Contractor to provide services to the SBMC it may become necessary for the SBMC to share certain Data related to the SBMC's students, employees, business practices, or intellectual property. This agreement describes responsibilities to protect Data between the SBMC and Contractor.
2. **Nature of Services Provided.** The CONTRACTOR has agreed to provide the following digital educational services described below and as may be further outlined in the Scope of Work of the Service Agreement attached hereto.
3. **Data to Be Provided.** In order to perform the Services described in the Service Agreement, SCHOOL BOARD will provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Attachment "1".
4. **DSPA Definitions.** The definitions of terms used in this DSPA are found in Attachment "2".

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Data Property of SCHOOL BOARD.** All Data transmitted to the CONTRACTOR pursuant to the Service Agreement is and will continue to be the property of and under the control of the SCHOOL BOARD. The CONTRACTOR further acknowledges and agrees that all copies of such Data transmitted to the CONTRACTOR, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this

DSPA in the same manner as the original Data. The Parties agree that as between them all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement will remain the exclusive property of the SCHOOL BOARD. For the purposes of FERPA and pursuant to 34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii), the CONTRACTOR will provide to SCHOOL BOARD the specified services the SCHOOL BOARD could otherwise use its employees to perform. CONTRACTOR agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the SCHOOL BOARD as it pertains to the use of data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. CONTRACTOR may transfer student-generated content to a separate account, according to the procedures set forth below. CONTRACTOR agrees to abide by FERPA and Section 1002.22, Fla. Stats. (2019) while performing its service for the SCHOOL BOARD.

2. **Parent Access.** SCHOOL BOARD will establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the student's records. CONTRACTOR will respond in a reasonably timely manner (and no less than ten (10) days from the date of request) to the SCHOOL BOARD's request for Data in a student's records held by the CONTRACTOR to view or correct as necessary. In the event that a parent of a student, or other individual contacts the CONTRACTOR to review any of the Data accessed pursuant to the Services, the CONTRACTOR will refer the parent or individual to the SCHOOL BOARD, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** CONTRACTOR will, at the request of the SCHOOL BOARD, transfer Student-Generated Content to a separate student account.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact CONTRACTOR with a request for data held by the CONTRACTOR pursuant to the Services, the CONTRACTOR will redirect the Third Party to request the data directly from the SCHOOL BOARD. CONTRACTOR will notify the SCHOOL BOARD in advance of a compelled disclosure to a Third Party. The CONTRACTOR will not use, disclose, compile, transfer, or sell the Data or any portion thereof to any Third Party or other entity or allow any other Third Party or other entity to use, disclose, compile, transfer or sell the Data or any portion thereof.
5. **No Unauthorized Use.** CONTRACTOR will not use Data for any purpose other than as explicitly specified in the Service Agreement.
6. **Subprocessors.** CONTRACTOR will enter into written agreements with all Subprocessors, listed in Attachment "4", performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Data in a manner consistent with the terms of this DSPA.
7. **Maintenance, Use, and Disclosure of Confidential Data:** The CONTRACTOR is responsible for maintaining Confidential Data, including any copies or derivations and for the transmission of Confidential Data in a secure environment and under all controls necessary to preclude access by anyone other than those specifically authorized for such access. The CONTRACTOR will ensure that access, dissemination, and maintenance of Confidential Data is in full compliance with federal and state law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPPA). Any transmission, transportation, or storage of this data outside the United States is prohibited.

(Check the appropriate box below)

- SCHOOL BOARD Provided Computer Environment:** In the case where School Board provides the computer systems environment, the CONTRACTOR is expected to provide specific guidelines and recommendations relating to the data required by the application, including specific recommendations relating to data transmission security, i.e., encryption, file transmission methodology, and file archiving/back-up/access or update logging. School Board will be responsible for back-ups of those system and data files identified by the CONTRACTOR as necessary for system recovery. It is School Board's responsibility to maintain system and database back-ups according to the written specifications provided by the CONTRACTOR. School Board is also responsible for timely installation of security patches, and fixes relating to the operating, communications, or database systems utilized by the software product whenever CONTRACTOR identifies and communicates in writing to School Board consistent with the notice provision of the Goods & Services Agreement. Any Data held by CONTRACTOR must be made available to School Board upon request.
- Hosted Environment:** For hosted environments (computer system environment provided by the CONTRACTOR) the CONTRACTOR will be responsible for back-ups of all system and data files identified as necessary for system recovery. It is the CONTRACTOR's responsibility to maintain system and database back-ups, as well as timely installation of security patches and fixes relating to

the operating, communications, or database systems utilized by the software product. The CONTRACTOR must have physical, electronic, and procedural safeguards in place to protect the confidentiality and security of personal information. Safeguards include, but are not limited to: physical and electronic security of the data-resident servers and storage medium, safeguards and monitoring to restrict access to these data or systems by any unauthorized users, adequate controls and upkeep to rights to electronic files and folders, maintenance of secure server and client data locations and transmissions, and timely update to data access and user authorizations. Any Data held by CONTRACTOR must be made available to School Board upon request. All School Board Data must reside in the United States.

ARTICLE III: DUTIES OF SCHOOL BOARD

1. **Provide Data In Compliance With State and Federal Law.** SCHOOL BOARD will allow CONTRACTOR access to data necessary to perform the services pursuant to the Services Agreement and pursuant to the terms of this DSPA and in compliance with FERPA, COPPA, PPRa, and all other privacy statutes cited in this DSPA.
2. **Annual Notification of Rights.** If the SCHOOL BOARD has a policy of disclosing education records under 34 CFR § 99.31 (a) (1), SCHOOL BOARD will include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights, and determine whether CONTRACTOR qualifies as a school official.
3. **Reasonable Precautions.** SCHOOL BOARD will take reasonable precautions to secure user names, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** SCHOOL BOARD will notify CONTRACTOR promptly of any known or suspected unauthorized access. SCHOOL BOARD will assist CONTRACTOR in any efforts by CONTRACTOR to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF CONTRACTOR

1. **Privacy Compliance.** The Parties expect and anticipate that CONTRACTOR may receive personally identifiable information in education records from the SCHOOL BOARD only as an incident of service or training that CONTRACTOR provides to the SCHOOL BOARD pursuant to this Agreement. The CONTRACTOR will comply with all applicable State and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRa, Sections 1001.41 and 1002.22, Fla. Stats. (2019) and all other privacy statutes cited in this DSPA.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, will be used for no purpose other than the Services stated in the Service Agreement or otherwise authorized under the statutes referred to in subsection (1), above. CONTRACTOR also acknowledges and agrees that it will not make any re-disclosure of any Data or any portion thereof, including without limitation, meta data, user content or other non-public information or personally identifiable information contained in the Data, without the express written consent of the SCHOOL BOARD.
3. **Employee Obligation.** CONTRACTOR will require all employees and agents who have access to Data to comply with all applicable provisions of this DSPA with respect to the data shared under the Service Agreement. CONTRACTOR agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.
4. **No Disclosure.** CONTRACTOR may use aggregate data only for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). CONTRACTOR agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to SCHOOL BOARD who has provided prior written consent for such transfer. CONTRACTOR will not copy, reproduce, or transmit any data obtained under the Service Agreement or any portion thereof, except as necessary to fulfill the Service Agreement.
5. **Disposition of Data.** CONTRACTOR will dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to SCHOOL BOARD or SCHOOL BOARD's designee within sixty (60) days of the date of termination and according to a schedule and

procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes CONTRACTOR to maintain Data obtained under the Service Agreement beyond the time-period reasonably needed to complete the disposition. Disposition will include:

- a. (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. CONTRACTOR must provide written notification to SCHOOL BOARD when the Data has been disposed of. The duty to dispose of Data will not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DSPA. The SCHOOL BOARD may employ a "Directive for Disposition of Data", a copy of which is attached hereto as Attachment "3". Upon receipt of a request from the SCHOOL BOARD, the CONTRACTOR will immediately provide the SCHOOL BOARD with any specified portion of the Data within three (3) calendar days of receipt of said request.
6. **Advertising Prohibition.** CONTRACTOR is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by CONTRACTOR; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to SCHOOL BOARD; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to SCHOOL BOARD. This section does not prohibit CONTRACTOR from generating legitimate personalized learning recommendations.
7. **Access to Data.** CONTRACTOR will make Data in the possession of the CONTRACTOR available to the SCHOOL BOARD in a reasonably timely manner (and no less than ten (10) days from the date of request) by the SCHOOL BOARD.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The CONTRACTOR agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of CONTRACTOR are set forth below. CONTRACTOR may further detail its security programs and measures in Attachment 4 hereto. These measures will include, but are not limited to:
 - a. **Passwords and Employee Access.** CONTRACTOR will secure usernames, passwords, and any other means of gaining access to the Services or to Data by using a form of multi-factor authentication (MFA) at a minimum level equivalent to the level delineated in Article 4.3 of NIST 800-63-3. CONTRACTOR will only provide access to Data to employees or Subcontractors that are performing the Services.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. CONTRACTOR will maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by SCHOOL BOARD.
 - c. **Employee Training.** CONTRACTOR must restrict access to School Board data to only those employees and agents who legitimately need to access the Confidential Data to perform their duties concerning this product/system/service. CONTRACTOR shall provide periodic security training to those of its employees who operate or have access to the system. Further, CONTRACTOR shall provide SCHOOL BOARD with contact information of an employee who SCHOOL BOARD may contact if there are any security concerns or questions.
 - d. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. CONTRACTOR shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - e. **Security Coordinator.** CONTRACTOR shall provide the name and contact information of CONTRACTOR's Security Coordinator for the Data received pursuant to the Service Agreement, pursuant to Attachment "4".
 - f. **Subprocessors Bound.** CONTRACTOR must enter into written agreements whereby Subprocessors, listed in Attachment "4" agree to secure and protect Data in a manner consistent with the terms of this Article V. CONTRACTOR shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

- g. **Periodic Risk Assessment.** CONTRACTOR further agrees to conduct periodic risk assessments within six (6) months from the effective date of the Service Agreement, any amendment, or renewal, and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, CONTRACTOR will provide the SCHOOL BOARD with the results of the above risk assessments and will promptly modify its security measures on as needed based on those results to meet its obligations under this DSPA.
 - h. **Backups.** CONTRACTOR agrees to maintain backup copies, backed up at least daily, of Data in case of CONTRACTOR's system failure or any other unforeseen event resulting in loss of Data or any portion thereof.
 - i. **Audits.** Upon receipt of a request from the SCHOOL BOARD, the CONTRACTOR will allow the SCHOOL BOARD to audit the security and privacy measures that are in place to ensure protection of the Data. The CONTRACTOR will cooperate fully with the SCHOOL BOARD and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the CONTRACTOR and/or delivery of Services to students and/or SCHOOL BOARD, and shall provide full access to the CONTRACTOR's facilities, staff, agents and SCHOOL BOARD's Data and all records pertaining to the CONTRACTOR, SCHOOL BOARD and delivery of Services to the CONTRACTOR. Failure to cooperate shall be deemed a material breach of the DSPA.
 - j. **Monitoring and Security Controls.** CONTRACTOR shall retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report shall be due to School Board within seven (7) business days of the Effective Date and therefore annually within seven (7) days of CONTRACTOR's receipt from the audit firm.
2. **Data Confidentiality.** CONTRACTOR shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information including Personally Identifiable Information (PII), protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to SCHOOL BOARD or an individual identified with the data or information in CONTRACTOR's custody.
- a. CONTRACTOR certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, SCHOOL BOARD Data or PII, and to prevent other reasonably foreseeable events that may result in substantial harm to SCHOOL BOARD or any individual student identified in such PII.
 - b. CONTRACTOR shall not permit SCHOOL BOARD Data or PII to be maintained or stored on any Mobile Device or Portable Storage Medium unless such is being used in connection with CONTRACTOR's backup and recovery procedures or encrypted
 - c. CONTRACTOR shall not, without the express prior written consent of SCHOOL BOARD:
 - i. Maintain or store SCHOOL BOARD Data or PII outside of the United States,
 - ii. Transmit SCHOOL BOARD's Data or PII to any contractors, subprocessors, or subcontractors located outside of the United States,
 - iii. Distribute, repurpose or share SCHOOL BOARD Data or PII with any Partner Systems not used for providing services to the SCHOOL BOARD,
 - iv. Use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes],
 - v. Use PII or any portion thereof to develop commercial products or services,
 - vi. Use any PII for any other purpose other than in connection with the services provided to the SCHOOL BOARD,
 - vii. Engage in targeted advertising, based on the data collected from the SCHOOL BOARD.
3. **Data Breach.** CONTRACTOR certifies that it has implemented policies and procedures addressing a potential Security Breach and that it possesses an up to date Security Breach response plan. Such plan will be made available, upon request, to the SCHOOL BOARD.

CONTRACTOR shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach including the State of Florida Database Breach Notification process.

CONTRACTOR agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of CONTRACTOR's security obligations or other event requiring notification under applicable law ("Notification Event"), CONTRACTOR agrees to notify SCHOOL BOARD in writing by certified mail return receipt requested to the SCHOOL BOARD contact listed in the notice provision of the Service Agreement immediately, but in all cases no later than five (5) business days from the date of the breach or suspected breach, and to indemnify, hold harmless, and defend SCHOOL BOARD and its officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

4. **Suspected Data Breach.** When CONTRACTOR reasonably suspects or becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, CONTRACTOR shall notify the SCHOOL BOARD immediately and mitigate the damage of such security breach to the greatest extent possible.
 - a. Subject to the following requirements, the CONTRACTOR shall provide a security breach notification to the SCHOOL BOARD.
 - i. The security breach notification must be written in plain language, shall be titled "Notice of Data Breach," and must present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - ii. The security breach notification described above in section 2(a)(i) must include, at a minimum, the following information:
 - 1) The name and contact information of the reporting individual subject to this section.
 - 2) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 3) If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - 4) Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - 5) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - iii. The security breach notification must include at least:
 - 1) Information about what the CONTRACTOR has done to protect individuals whose information has been breached.
 - 2) Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - 3) Information about the steps the CONTRACTOR has taken to cure the breach and the estimated timeframe for such cure.
 - b. CONTRACTOR agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - c. CONTRACTOR further agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data or any portion thereof, including personally identifiable information and agrees to provide SCHOOL BOARD, upon request, with a copy of said written incident response plan.
 - d. CONTRACTOR further agrees that it will provide the notification directly to SCHOOL BOARD and will fully cooperate, and assist as specifically requested by SCHOOL BOARD, with all efforts by the SCHOOL BOARD to notify the affected parent, legal guardian or eligible student of the unauthorized access, which shall include the information listed in subsection (a) above.

- e. The Parties agree that any breach of the privacy or confidentiality obligation set forth in the DSPA may, at the SCHOOL BOARD's discretion, result in the SCHOOL BOARD immediately terminating the Service Agreement and any other agreement for goods and services with CONTRACTOR. Termination does not absolve the CONTRACTOR's responsibility to comply with the disposition procedures of Data.

ARTICLE VI: MISCELLANEOUS

1. **Term.** The CONTRACTOR shall be bound by this DSPA for the duration of the Service Agreement or so long as the CONTRACTOR maintains any Data. Notwithstanding the foregoing, CONTRACTOR agrees to be bound by the terms and obligations of this DSPA for no less than four (4) years.
2. **Termination.** In the event that either party seeks to terminate this DSPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the CONTRACTOR shall dispose of all of SCHOOL BOARD's Data pursuant to Article IV, section 5.
4. **Priority of Agreements.** This DSPA will govern the treatment of Data to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DSPA.
5. **Severability.** Any provision of this DSPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DSPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DSPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Authority.** CONTRACTOR represents that it is authorized to bind to the terms of this DSPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors, subcontractors, or subprocessors who may have access to the Data or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
7. **Sublicense/Assignment.** This DSPA may not be sublicensed, assigned, or transferred. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void, and will be considered a basis for termination of the Service Agreement.
8. **No Modification: This DSPA Controls.** CONTRACTOR will not change how Data is collected, used, or shared under the terms of this DSPA in any way without advance written notice to and written approval from SCHOOL BOARD. To the extent there is any conflict between the terms of the Service Agreement and this DSPA, the terms of the Service Agreement will control.

Attachment "1"

SCHEDULE OF DATA

Category of Data	Elements	Initial if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
Application Technology Meta Data	Other application technology meta data Please specify: * * * *	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
Assessment	Observation data	
Assessment	Other assessment data Please specify: * * * *	
Attendance	Student school (daily) attendance data	
Attendance	Student class attendance data	
Communication	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
Demographics	Place of Birth	
Demographics	Gender	
Demographics	Ethnicity or race	
Demographics	Specialized education services (IEP or 504)	
Demographics	Living situations (homeless/foster care)	X
Demographics	Language information (native, preferred or primary language spoken by student)	
Demographics	Other indicator information Please specify: * * * *	
Enrollment	Student school enrollment	X
Enrollment	Student grade level	X
Enrollment	Homeroom	
Enrollment	Guidance counselor	
Enrollment	Specific curriculum programs	
Enrollment	Year of graduation	
Enrollment	Other enrollment information Please specify: * * * *	

Category of Data	Elements	Initial if used by your system
Parent/Guardian Contact Information	Address	X
Parent/Guardian Contact Information	Email	
Parent/Guardian Contact Information	Phone	X
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
Schedule	Teacher names	
Special Indicator	English language learner information	
Special Indicator	Low income status - SES Free and Reduced	
Special Indicator	Medical alerts/health data	
Special Indicator	Student disability information	X
Student Contact Information	Address	X
Student Contact Information	Email	
Student Contact Information	Phone	
Student Identifiers	Local (SCHOOL BOARD) ID number	X
Student Identifiers	CONTRACTOR/App assigned student ID number	X
Student Identifiers	Student app username	
Student Identifiers	Student app passwords encrypted only for SSO	
Student Name	First and/or Last	X
Student In App Performance	Program / application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
Student work	Other student work data Please specify: * * * *	
Transcript	Student course grades	
Transcript	Student course data	
Transcript	Student course grades/performance scores	
Transcript	Other transcript data Please specify: * * * *	
Transportation	Other transportation data Please specify: * * * *	

Category of Data	Elements	Initial if used by your system
Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	
Other		
Other	See Attached example	X
Other		
Other		
Other		
Other		
Other		
Other		
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Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		
Other		

Transportation Request / Marion Transit Services

1101 SW 20th CT

(352) 620-3519

Ocala, FL. 34471

EMAIL: csantiago@marionseniorservices.org
twilder@maronseniorservices.org
kwilliams@marionseniorservices.org
hschulz@marionseniorservices.org

Child's Name: Gates M Jahzeer
Last M. Initial First

Child Address: 342 Marion Oaks Trail Ocala Phone: 352-208-3579
34473

Date of Birth: 5/2/09 (10) Student ID #: 319979

Mobility: Amb or W/C

School Name: Dr. N.H. Jones School Address: 1900 SW 5th St. Ocala 34471
Start time: 7:45 End time: 2:05

School Phone: 352-671-7260 Start Date: 2/10/20 End Date: 2/12/20

Pick Up Time: _____ Drop Off Time: _____

Parent/Guardian: Robert/Henrietta Gates Phone: 352-208-3579

Drop Off Contact Persons: School: Julie Abbruzzi Phone: 352-671-7260
Home: Robert/Henrietta Gates Phone: 352-208-3579

NOTES:

Attachment "2"

DEFINITIONS

Contractor: The term "Contractor" means the Contractor of an internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. This term shall encompass the term "Third Party," as it is found in applicable statutes.

Data: Data shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the SCHOOL BOARD (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Florida and Federal laws and regulations. Data as specified in Attachment "1" is confirmed to be collected or processed by the CONTRACTOR pursuant to the Services.

Data Destruction: CONTRACTOR shall certify to the SCHOOL BOARD in writing that all copies of the Data stored in any manner by CONTRACTOR or its employees, agents, subprocessors, or subcontractors have been returned to the SCHOOL BOARD and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DSPA, Educational Records are referred to as Data.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): includes but is not limited to: personal identifiers such as name, address, phone number, dates of birth, Social Security number, and student or personnel identification number; "personal information student records", personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g; "protected health information" as the term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; "nonpublic personal information" as the term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC §6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state-or federal identification numbers such as passport, visa or state identify card numbers; and "covered information". In addition, Personally Identifiable Information" or PII" shall include, but are not limited to, Data, metadata, and user or student-generated content obtained by reason of the use of CONTRACTOR's software, website, serve, or app, including mobile apps, whether gathered by CONTRACTOR, CONTRACTOR's agents, employees, subprocessors, or subcontractors or provided by SCHOOL BOARD or its users, students, or students' parents/guardians, includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow reasonable persons to be able to identify a student to a reasonable certainty. For purposes of this DSPA, Personally Identifiable Information will include the categories of information listed in the definition of Data.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a Contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Service Agreement: Refers to the Contract or Purchase Order that this DSPA supplements and modifies.

Student-Generated Content: The term "student-generated content" means materials or content created by a student during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

Student Records: Means both of the following: (1) Any information that directly relates to a student that is maintained by SCHOOL BOARD and (2) any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other SCHOOL BOARD employee. For the purposes of this Agreement, student Records shall be the same as Educational Records.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than SCHOOL BOARD or CONTRACTOR, who CONTRACTOR uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the CONTRACTOR's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of student records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "CONTRACTOR," "Subprocessor," or "Subcontractor." Pursuant to the Service Agreement, the parties agree that other than the third parties identified herein, there will be no other "Third Party" beneficiaries to the Service Agreement.

8.0 Records Management

14-90 requires that system safety documents be maintained and retained by the agency for at least four years. Records of daily bus inspections and any corrective action documentation must be retained by the agency for a minimum of two weeks.

The Transportation Director is responsible for implementing a record management program that includes maintenance, retention, distribution, and safe disposal of all safety and security records of the agency in compliance with state and federal regulations.

All safety and security documents of the agency (SSPP, HSP/SPP, etc.) will be periodically revised, as needed, to ensure that they are up to date. Revisions and updates will be communicated with employees, contractors, and regulatory agencies as they occur or as deemed necessary by the management, depending on the nature of the revision or update. The HSP/SPP is considered a confidential document and will be retained in a secure location by management.

Marion Senior Services will maintain and retain the following records for at least five years:

- Records of bus driver background checks and qualifications
- Detailed descriptions of training administered and completed by each bus driver
- A record of each bus driver's duty status which will include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day
- Event investigation reports, corrective action plans, and related supporting documentation
- Records of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus
- Records of annual safety inspections and documentation of any required corrective actions
- Completed and signed medical examination reports for each bus driver

In addition, Marion Senior Services will retain records of daily bus inspections and any corrective action documentation for a minimum of two weeks.

An organized paper and electronic filing system will be maintained by the agency, adequately backed up to prevent potential loss of information. All sensitive personnel records will be protected from public access. When ready for disposal, both paper and electronic data will be disposed of in a secure manner ensuring that critical information is protected.

Any additional text for Chapter 8.0 must be inserted above this point for formatting/page numbering purposes.

Attachment "3"

SAMPLE DIRECTIVE FOR DISPOSITION OF DATA

School Board _____ directs Marion Transit to dispose of data obtained by CONTRACTOR pursuant to the terms of the Service Agreement between SCHOOL BOARD and CONTRACTOR. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

8.0 SSPP

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Timing of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable

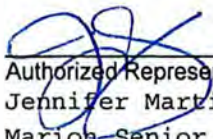
By After 4 years

4. Signature

Authorized Representative of SCHOOL BOARD

Date

5. Verification of Disposed Data



Authorized Representative of CONTRACTOR
Jennifer Martinez, Executive Director
Marion Senior Services, Inc.


8/13/2020

Date

Attachment "4"

DATA SECURITY

1. Security Coordinator Information:

Tom Wilder , Transportation Director 
Named Security Coordinator

twilder@marionseniorservices.org
Email of Security Coordinator

352-620-3071
Phone Number of Security Coordinator

2. Subprocessor List:

N/A

3. Additional Data Security Requirements:

N/A

**RENEWAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA
AND
MARION SENIOR SERVICES, INC.**

This Renewal Agreement is by and between **Marion Senior Services, Inc.** ("CONTRACTOR") located at 1101 SW 20th Court, Ocala, FL 34471, and **The School Board of Marion County, Florida** ("SCHOOL BOARD"), located at 1614 E. Fort King Street, Ocala, Florida 34471.

In accordance with the Special Data Share Agreement dated April 20, 2021, as first renewed by the parties on August 12, 2021, and second renewed by the parties on May 18, 2022, ("Original Agreement") the parties wish to renew the Original Agreement as follows:

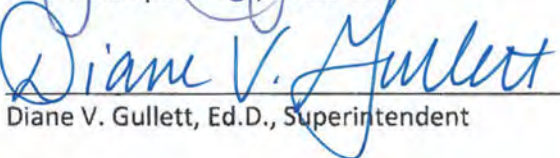
1. Pursuant to Section 10, of the Original Agreement, the parties hereby exercise the option to renew the Original Agreement for the third of three (3) one (1) year renewal options. The renewal period will begin July 1, 2023, and terminate at the end of the business day on June 30, 2024.
2. In all other respects, the Original Agreement between the parties will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Renewal Agreement as of the date set forth below.

THE SCHOOL BOARD OF MARION COUNTY, FLORIDA

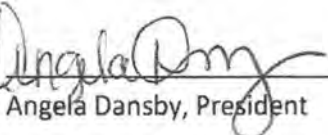
BY: 
Allison Campbell DCS, Board Chair

Date: 5/9/23

BY: 
Diane V. Gullett, Ed.D., Superintendent

Date: May 3, 2023

MARION SENIOR SERVICES, INC.

BY: 
Angela Dansby, President

Date: 5-01-23

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

AGENCY CONTRACT

Effective: January 1, 2024 to December 31, 2024

THIS CONTRACT is entered into between the COMMUNITY TRANSPORTATION COORDINATOR, MARION SENIOR SERVICES, INC., designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire are of Marion County, and hereinafter referred to as the "Coordinator" and ADVOCACY RESOURCE CENTER MARION, INC. hereinafter referred to as the "Agency".

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

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

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

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

WHEREAS, the Agency will provide the Coordinator the opportunity to develop a proposal for any new transportation services to the Coordinator,

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

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

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

THE AGENCY SHALL:

- A. Provide services and vehicles according to the conditions specified in Attachment I.
- B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I.
- C. Annually, submit to the Coordinator a Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area period covering July 1, through June 30 and due by August 1 every year. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.
- D. Comply with audit and record keeping requirements by:
 1. Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.
 2. Maintaining and filing with the Coordinator such progress, fiscal inventory and other reports as the Coordinator may require during the period of this contract.
 3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

- E. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The Agency shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.
- F. Comply with Safety Requirements by:
 - 1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051 F.S., regarding school bus safety requirements for those services provided through a school board;
 - 2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated services area.
- G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$100,000 for any one person and \$200,000 per occurrence at all times during the existence of this Contract along with Workers Comp. Upon the execution of this Contract, the Agency shall add the Coordinator as an additional named insured to all insurance policies covering vehicles 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 Coordinator. The Agency shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S. Insurance coverage in excess of \$1 million per occurrence must be approved by the Coordinator and /or the local Coordinating Board before inclusion in this contract or in the justification of rates and fare structures, s. 41-2.006 (1), FAC.
- H. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency 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 require by the Coordinator. Agency shall also assure compliance with:
 - a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on basis of disability in programs and activities receiving or benefiting from federal financial assistance.
 - c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
 - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C.6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
 - e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
 - f. All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

HIPAA: Agency agrees to enter into an agreement with Coordinator to comply with requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the associated regulations, 45 C.F.R. parts 160-164, as may be finalized and amended (the Privacy Rule) and 45 C.F.R.142.308 (a) as may be finalized and amended (Chain of Trust requirement) establishing required safeguards to ensure the security and confidentiality of protected client information. See Attachment IV.

2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that agency's subcontractors, subgrantees, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- J. Agency's obligation to indemnify, defend, and pay for the defense or at the Coordinator's option, to participate and associate with the Coordinator in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Coordinator's notice of claim for indemnification to the Agency. Agency's inability to evaluate liability or its evaluation of liability shall not excuse the Agency's duty to defend and indemnify within seven days after such notice by the Coordinator is given by registered mail. Only an adjudication or judgement after the highest appeal is exhausted specifically finding the Coordinator solely negligent shall excuse performance of this provision by the Agency. Agency shall pay all costs and fees related to this obligation and its enforcement by the Coordinator's failure to notify Agency of a claim shall not release Agency of the above duty to defend.
- K. Comply with all standards and performance requirements of the:
1. The Commission for the Transportation Disadvantaged (Attachment II);
 2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;
 3. Any entities that purchase service.
- Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

- L. Provide Corrective Action. A corrective action notice is a written to the Agency that the Agency is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. Agency agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.
- M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.
- N. Return to the Coordinator any overpayments due to unread funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency by the Coordinator. The Agency shall return any overpayment within thirty (30) calendar days after either discovery by the Agency, or notification of the Agency by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.
- O. In performing this Contract, the Agency shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.
- P. By execution of this Contract, the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Funds disbursed to the Agency under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

- A. Recognize the Agency as described in Chapter 427, F.S., and Rule 41-2, F.A.C.
- B. Insure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- C. At a minimum, annually monitor the Agency for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency.

THE AGENCY AND COORDINATOR FURTHER AGREE:

- A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act to do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency to the end that the Agency may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Contract is held invalid, the remainder of this Contract shall be binding on the parties hereto.
- C. Termination Conditions:
 - 1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 2. Termination due to Lack of Designation - In the event that the Coordinator so designated by local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
 - 3. Termination due to Disapproval of Memorandum of Agreement – In the event that the Commission does not accept and approve any contracted transportation rates listed within Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

4. Termination due to Lack of Funds – In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.
5. Termination for Breach – Unless the Agency’s breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency, terminate this Contract upon no less than twenty-four (24) hours’ notice. Notice shall be delivered by certified mail, returned receipt requested, or in person with proof of delivery. Waiver by the Coordinator of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator’s right to remedies at law or to damages.
6. Upon receipt of a notice of termination of this Contract for any reason, the Agency shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.
- D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.
- E. Agency shall assign no portion of this Contract without the prior written consent of the Coordinator.
- F. This Contract is the entire agreement between the parties.
- G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.
- H. Notice and Contract:

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

Name: Clayton Murch Address: 110 1SW 20th Ct., Ocala, FL 34471
 Title: Transportation Director Telephone: (352) 620-3519

The representative/position of the Agency responsible for administration of the program under this contract is: _____, telephone: _____.

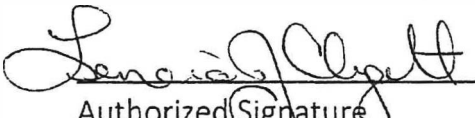
In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

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

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

Agency:
Advocacy Resource Center Marion, Inc.

Community Transportation Coordinator
Marion Senior Services


Authorized Signature


Authorized Signature

Henry J. Clyatt, Interim CEO
Name & Title of authorized individual

Jennifer Martinez, Executive Director
Name & Title of authorized individual

1/3/2024
Date:

12/31/23
Date:

Attachments that are part of this contract:

- I - Service Description
- II – Standards & Performance Requirements
- III – HIPPA Assurance

ATTACHMENT I
 SERVICE DESCRIPTION
 ADVOCACY RESOURCE CENTER MARION, INC.

1. The agency will be able to provide: (Type of service – ambulatory, non-ambulatory, stretcher, population, purpose)
 Transportation for our 14 developmentally disabled adults to doctor & dental appointments, banks, grocery shopping, employment and volunteer jobs, weekly activities, church bowling, all Special Olympics events, outings (picnics, field trips, movies, etc.) All our residents are ambulatory.
2. The agency will be available to provide transportation: (Days & hours of availability). 24 hours a day, 7 days a week for our 14 residents.
 Days agency will not be able to provide services: (Holidays & other days not available). We provide services 365 days a year.
3. Vehicles agency will use to transport all passengers: (Vehicle inventory attached)
4. Vehicle/equipment standards, if any: (Identify standards such as functioning air conditions/heating, grab rails, stanchions, first aid kits, fire extinguishers, adequate communication equipment).

<p>® All vehicles must display the Agency’s name, phone number and vehicle number unless confidentiality of client is required.</p>
<p>® Vehicles used to fulfill non-emergency medical transportation services needs must comply with provisions of Rule 10C-7-45, FL Administrative Code and be issued a wheelchair permit if vehicle is equipped and used for transportation of wheelchairs.</p>
<p>® Vehicles must be equipped with properly functioning heating and air conditioning units.</p>
<p>® Stanchions and grab rails shall be functionally located throughout appropriate vehicles.</p>
<p>® Vehicles shall be properly maintained within reasonable limits which prevent hazardous conditions from occurring. Vehicles purchased with federal, state or local government funds must be maintained according to grant conditions. Vehicles may be subject to inspection by the FL Dept. of Transportation and/or the Coordinator.</p>
<p>® Vehicles must have a first aid kit and fire extinguisher.</p>
<p>® Vehicles must be equipped with two-way radio or equivalent communication device.</p>

® Toll free number for complaints shall be posted in each vehicle. In Marion County: 352-620-3071. (MSS Transportation)

5. Driver requirements, if any: (Identify requirements of drivers such as current license, vision, dress, specialized training, relationship with riders – provide assistance, physical contact, communication)

Drivers employed by the Agency shall:

- a) Perform their duties in due regard for the safety, comfort, and convenience of users and their property.
 - b) Have a current valid Florida Chauffeurs/Class D License or commercial driver license.
 - c) All drivers must pass a pre-employment and annual DOT physical examination and drug screen for public section bus driver and have vision which is correctable to 20/50.
 - d) Dress appropriately and wear a photo identification.
 - e) Announce him/herself at the scheduled time, the driver must obtain clearance from the dispatcher before leaving the location without picking up the user.
 - f) Open and close vehicle door when user enters and exits vehicle, and provide additional assistance to user if required or requested.
6. Training: (Identify required training of all personnel, including drivers, reservations, etc. Also provide how often this training is required and how it will be provided to agency's employees)
- Driver and Agency personnel shall be trained by the Proposer to accommodate the special transportation needs of the elderly, disabled and/or socially disadvantaged users. The program developed should include a minimum of the following:

a. Defensive driving technique
b. Instruction on minor, daily maintenance procedures, such as checking oil, and battery, fan belts, tire pressure, coolant level, etc.
c. Training on the proper manipulation of wheelchair passengers.
d. CPR
e. First Aid
f. Training in required forms and procedures.
g. Sensitivity and awareness toward others.

7. Agency fare structure: (Identify fare structure and what services are eligible and ineligible) n/a

8. Billing/invoicing and reimbursement procedure for agency: (When, how often, what reports if any should be submitted) n/a

Reporting requirements: (Include all Requirements of Commission, Coordinator, Local Coordinating Board and any entities purchasing transportation)

Quarterly – Annual Operating Report cumulative data using approved TD Commission forms (previously distributed).

Other reports as may be required from time to time by CTC or funding entities.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

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

- (a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;
- (b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;
- (c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;
- (d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices;
- (e) Vehicle transfer points shall provide shelter, security, and safety of passengers;
- (f) A local toll free phone number for complaints or grievances shall be posted inside the vehicle. The local complain process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board;
- (g) Out of service area trips shall be provide when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;
- (h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;

- (i) Billing requirements of the Community Transportation Coordinator to subcontracts shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, except in instances where the Community Transportation Coordinator is a non-governmental entity;
- (j) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider transported within the system;
- (k) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care assistant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;
- (l) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;
- (m) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open or close doors to buildings, except in situations in which assistant in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers

may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;

- (n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;
- (o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heaters will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner and/or heater shall have two years to be in compliance after the adoption date of this section of the Rule;
- (p) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and
- (q) Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

Attachment IV
HIPAA CONFIDENTIALITY AGREEMENT between
Advocacy Resource Center Marion, Inc. (Vendor)
and
Marion Senior Services, Inc.

PURPOSE:

This agreement is made and entered into in order to ensure that clients' Protected Health Information (PHI) is appropriately safeguarded and that exchange of information as a Vendor of MSS be made with integrity and confidentiality.

The Vendor agrees to maintain the confidentiality of any information provided to them by MSS in accordance with the Health Portability and Accountability Act of 1996 (HIPAA) and associated regulations as set forth in Title 45 Code of Federal Regulation, Part 160 and 164, as may be amended (the Privacy Rule) and 45 Code of Federal Regulations 142.308 (a)(2) as may be finalized and amended (Chain of Trust requirement)


Vendor may use and/or disclose PHI only as permitted or required by this agreement or as otherwise required by law. Vendor may disclose PHI to, and permit the use of PHI by its employees only to the extent directly related to the necessary for the performance of the services and will be no more than the minimum PHI necessary to perform the services. Vendor will not use or disclose PHI in a manner inconsistent with obligations under the Privacy Rule, or that would violate the Privacy Rule if disclosed or used in such a manner.

Security measures maintained by Vendor shall include administrative safeguards, physical safeguards, technical security services and technical security mechanisms as necessary to protect such PHI. Upon request MSS, Vendor shall provide a written description of such safeguards.

The Vendor agrees to amend this agreement from time to time, as necessary, for MSS to comply with requirements of the Privacy Rule.

Vendor agrees that it will immediately report to MSS any use or disclosure of PHI received from MSS that is not authorized by or otherwise constitutes a violation of this agreement.

Vendor agrees that upon termination of this agreement, it shall contact MSS with regard to any information currently in its possession that was received from or created on behalf of MSS, to determine whether MSS wishes to have said information returned to them or from Vendor to provide certification that information was destroyed.

Authorized Signature: 
Title: Interim CEO Date: 11/3/2024

COORDINATION AGREEMENT
BETWEEN
COMMUNITY TRANSPORTATION COORDINATOR
AND
BRIDGE TO HOPE, INC.

WHEREAS, Marion Senior Services, Inc. in its role as the Community Transportation Coordinator (CTC) for Marion County, hereafter known as the CTC, and;

WHEREAS, in the capacity, the CTC has initiated a program to provide community transportation service clients, agencies, and organizations, provided such service complies with Chapter 427, Florida Statutes and Chapter 41-2 and 19-90, Florida Administrative Code, and;

WHEREAS, the Bridge to Hope, Inc., (hereafter referred to as AGENCY) is considered to be a Bonafede (private-not-for-profit-agency or private-for-profit enterprise) operating in Marion Country and is eligible for the services of the CTC. The transportation services described herein are deemed to comply with all applicable with all applicable state laws and regulations, and;

WHEREAS, the AGENCY currently provides services using its own vehicles in the provision of transportation to transportation disadvantaged clients that are unique in nature, and will provide the CTC the opportunity to develop a proposal for any new transportation services needed,

NOW THEREFORE, the CTC and AGENCY, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. AGENCY shall maintain daily records of ridership and provide such to CTC quarterly.
2. AGENCY shall act as a transportation provider based on the availability of AGENCY vehicles.
3. AGENCY, when acting as provider, shall furnish all vehicles which conform to the laws of the State of Florida as provided in Florida Statutes 427, and shall maintain same in good mechanical and clean condition.
4. AGENCY has developed and implemented a System Safety Program Plan (SSPP) and agrees to abide by said policy.
5. AGENCY shall maintain a minimum liability insurance rate of \$100,000 per person, and \$300,000 per incident in effect at all times.
6. AGENCY shall conduct a criminal background screening for all drivers. Should the AGENCY acquire vehicles that require a CDL license to operate, AGENCY shall conduct pre-employment drug screening and pre-employment physicals for all drivers at said time. However, the AGENCY shall conduct drug and/or alcohol testing when any of the following conditions exist:
 - a. In the event a qualified supervisor/company official has reasonable suspicion to believe that a covered employee has engaged in prohibited drug use and/or alcohol misuse;
 - b. In the event of a fatal accident; or
 - c. In the event of a non-fatal accident if an individual suffers bodily injury and immediately received medical treatment away from the scene of the accident, any vehicle incurs disabling damage as the result of the

occurrence and a vehicle is transported away from the scene by a tow truck, or the transit vehicle is removed from operation.

7. AGENCY will provide training to include safety, vehicle operations, and passenger sensitivity in accordance with Florida Statutes 427.
8. AGENCY agrees to submit an Annual Operation Report, Certificates of Compliance, Federal Transit Administration Drug and Alcohol Reports and quality assurance report to the CTC annually.
9. INDEMNIFICATION – The AGENCY shall pay on behalf of or indemnify and hold harmless Marion Senior Services, Inc., its employees, officers, agents and volunteers from and against all claims, actions, damages, fees, fines, penalties, defense costs (including attorney fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorney's fees or at the trial level or on appeal), suits or liabilities which may arise out of any actual alleged negligent act, error, omission, or any default of the AGENCY (or AGENCY's officers, employees, agent, volunteers and subcontractors, if any) performance or failure to perform under terms of this contract. This indemnification and hold harmless agreement shall survive the termination or expiration of this agreement.
10. No changes to this Agreement or the Performance contemplated hereunder shall be made unless the same are in writing and signed by both parties hereto.
11. This Agreement may be terminated by either party by providing five (5) day written notice to the other party. This Agreement shall be for a period beginning 01-01-2024 and expires on 12-31-2024, unless terminated at an earlier date as described above.
12. AGENCY shall not be allowed to assign its rights, duties, and obligations pursuant to the Agreement to any entity (i) with AGENCY is affiliated (ii) into which AGENCY may be merged or reorganized, or (iii) to which all or a portion of AGENCY's capital, stock, or assets may be sold without the prior written consent of CTC Marion County which shall not be unreasonably withheld. If approval for assignment is obtained, it shall not release the AGENCY from any liability or obligation under the Agreement.
13. Any notices, invoices, reports or any other type of documentation required by this Agreement shall be sufficient if sent by the parties postage paid in the United States mail, postage paid to the addresses listed below.
14. Due to safety concerns and issues presented in the past, the AGENCY and CTC have agreed that all transportation services provided by the CTC for the AGENCY's clients seeking training services at the AGENCY will not be allowed to coordinate their own transportation to and from the AGENCY.

AGENCY'S Authorized Representative:

Name: Audrey Bell

Title: Owner

Address: _____

631 NW 56th Court

Ocala, Florida 34482

Telephone: (352) 497-7816

Fax: (352) 509-4814

Electronic mail address: audreybell82@hotmail.com

COUNTY'S Authorized Representative:

Name: Jennifer Martinez

Title: Executive Director

Address: _____

1101 SW 20th Court

Ocala, Florida 34471

Telephone: (352) 620-3501

Fax: (352) 620-3501

Electronic mail address: JMartinez@marionseniorservices.org

15. The rights and obligations of the parties under the Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Marion County, Florida.

IN WITNESS THEREOF, the parties have executed the Agreement of the date first above written.

COUNTY/CTC:

Marion Senior Services
(Name of COUNTY/county/CTC)

Jennifer Martinez
(Printed or Typed Name)

Executive Director
(Printed or Typed Title)


(Signature)

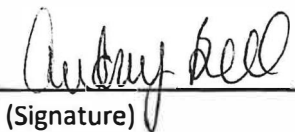
12/5/23
(Date)

AGENCY:

Bridge to Hope, Inc.
(Name of Agency)

Audrey Bell
(Printed or Typed Name)

Owner
(Printed or Typed Title)


(Signature)

12-6-2023
(Date)

COORDINATION AGREEMENT
BETWEEN
COMMUNITY TRANSPORTATION COORDINATOR
AND
THE FLORIDA CENTER FOR THE BLIND, INC.

WHEREAS, Marion Senior Services in its role as the Community Transportation Coordinator (CTC) for Marion County, hereafter known as the CTC, and;

WHEREAS, in the capacity, the CTC has initiated a program to provide community transportation service clients, agencies, and organizations, provided such service complies with Chapter 427, Florida Statutes and Chapter 41-2 and 19-90, Florida Administrative Code, and;

WHEREAS, the Florida Center for the Blind, Inc., (hereafter referred to as AGENCY) is considered to be a Bonafede (private-not-for-profit-agency or private-for-profit enterprise) operating in Marion Country and is eligible for the services of the CTC. The transportation services described herein are deemed to comply with all applicable with all applicable state laws and regulations, and;

WHEREAS, the AGENCY currently provides services using its own vehicles in the provision of transportation to transportation disadvantaged clients that are unique in nature, and will provide the CTC the opportunity to develop a proposal for any new transportation services needed,

NOW THEREFORE, the CTC and AGENCY, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. AGENCY shall maintain daily records of ridership and provide such to CTC quarterly.
2. AGENCY shall act as a transportation provider based on the availability of AGENCY vehicles.
3. AGENCY, when acting as provider, shall furnish all vehicles which conform to the laws of the State of Florida as provided in Florida Statutes 427, and shall maintain same in good mechanical and clean condition.
4. AGENCY has developed and implemented a System Safety Program Plan (SSPP) and agrees to abide by said policy.
5. AGENCY shall maintain a minimum liability insurance rate of \$100,000 per person, and \$300,000 per incident in effect at all times.
6. AGENCY shall conduct a criminal background screening for all drivers. Should the AGENCY acquire vehicles that require a CDL license to operate, AGENCY shall conduct pre-employment drug screening and pre-employment physicals for all drivers at said time. However, the AGENCY shall conduct drug and/or alcohol testing when any of the following conditions exist:
 - a. In the event a qualified supervisor/company official has reasonable suspicion to believe that a covered employee has engaged in prohibited drug use and/or alcohol misuse;
 - b. In the event of a fatal accident; or
 - c. In the event of a non-fatal accident if an individual suffers bodily injury and immediately received medical treatment away from the scene of the accident, any vehicle incurs disabling damage as the result of the

occurrence and a vehicle is transported away from the scene by a tow truck, or the transit vehicle is removed from operation.

7. AGENCY will provide training to include safety, vehicle operations, and passenger sensitivity in accordance with Florida Statutes 427.
8. AGENCY agrees to submit an Annual Operation Report, Certificates of Compliance, Federal Transit Administration Drug and Alcohol Reports and quality assurance report to the CTC annually.
9. INDEMNIFICATION – The AGENCY shall pay on behalf of or indemnify and hold harmless Marion Senior Services, Inc., its employees, officers, agents and volunteers from and against all claims, actions, damages, fees, fines, penalties, defense costs (including attorney fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorney's fees or at the trial level or on appeal), suits or liabilities which may arise out of any actual alleged negligent act, error, omission, or any default of the AGENCY (or AGENCY's officers, employees, agent, volunteers and subcontractors, if any) performance or failure to perform under terms of this contract. This indemnification and hold harmless agreement shall survive the termination or expiration of this agreement.
10. No changes to this Agreement or the Performance contemplated hereunder shall be made unless the same are in writing and signed by both parties hereto.
11. This Agreement may be terminated by either party by providing five (5) day written notice to the other party. This Agreement shall be for a period beginning 01-01-2024 and expires on 12-31-2024, unless terminated at an earlier date as described above.
12. AGENCY shall not be allowed to assign its rights, duties, and obligations pursuant to the Agreement to any entity (i) with AGENCY is affiliated (ii) into which AGENCY may be merged or reorganized, or (iii) to which all or a portion of AGENCY's capital, stock, or assets may be sold without the prior written consent of CTC Marion County which shall not be unreasonably withheld. If approval for assignment is obtained, it shall not release the AGENCY from any liability or obligation under the Agreement.
13. Any notices, invoices, reports or any other type of documentation required by this Agreement shall be sufficient if sent by the parties postage paid in the United States mail, postage paid to the addresses listed below.
14. Due to safety concerns and issues presented in the past, the AGENCY and CTC have agreed that all transportation services provided by the CTC for the AGENCY's clients seeking training services at the AGENCY will not be allowed to coordinate their own transportation to and from the AGENCY.

AGENCY'S Authorized Representative:

Name: Anissa Pieriboni

Title: President/CEO

Address: _____

1411 NE 22nd Avenue

Ocala, Florida 34470

Telephone: (352) 873-4700

Fax: (352) 873-4751

Electronic mail address: apieriboni@flblind.org

COUNTY'S Authorized Representative:

Name: Jennifer Martinez

Title: Executive Director

Address: _____

1101 SW 20th Court

Ocala, Florida 34471

Telephone: (352) 620-3501

Fax: (352) 620-3501

Electronic mail address: JMartinez@marionseniorservices.org

15. The rights and obligations of the parties under the Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Marion County, Florida.

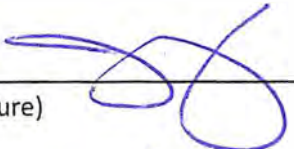
IN WITNESS THEREOF, the parties have executed the Agreement of the date first above written.

COUNTY/CTC:

Marion Senior Services
(Name of COUNTY/county/CTC)

Jennifer Martinez
(Printed or Typed Name)

Executive Director
(Printed or Typed Title)

(Signature) 


12/5/23
(Date)

AGENCY:

Florida Center for the Blind, Inc.
(Name of Agency)

Anissa Pieriboni
(Printed or Typed Name)

President/CEO
(Printed or Typed Title)

(Signature) 

12/05/2023
(Date)

TITLE VI/ADA



Florida Department of Transportation

RON DESANTIS
GOVERNOR

420 W. Landstreet Rd.
Orlando, FL 32824

JARED W. PERDUE, P.E.
SECRETARY

May 10, 2022

Clayton Murch
Marion Senior Services
1101 SW 20th Court
Ocala, Florida 34471

Re: 2022 Title VI Plan Review and Acceptance

Dear Mr. Murch:

The Department has completed a review of your agency's 2022 Title VI Plan Update. We find the Title VI plan to be in compliance with Section 49 Code of Federal Regulations, part 21 and Federal Transit Administration (FTA) Circular 4702.1B as well as the Department's Title VI Plan Guidance.

We appreciate the opportunity to review the document and ensure compliance with the federal and state requirements. Found in Attachment A of this notice is the FDOT District Five Title VI Sub-Recipient Compliance Monitoring Form used to verify Marion Senior Services' Title VI Plan. Please include a copy of this letter in the appendices of your agency's Title VI Plan as outlined in the Title VI requirements. The Department also recommends proper documentation of the receipt of acceptance letter in the plan's activity log.

If you have any questions, please contact me at (321) 319-8175 or e-mail Jo.Santiago@dot.state.fl.us.

Sincerely,

DocuSigned by:

Jo Santiago

4E2E31084E5B422
Jo Santiago, C.P.M.

Transit Intermodal Supervisor
FDOT District Five

JS/bg

Attachment A: FDOT District Five Title VI Sub-Recipient Compliance Monitoring Form

Attachment A

FDOT - District Five Title VI Sub-Recipient Compliance Monitoring Form

**FDOT District Five
Title VI Program
Sub-recipient Compliance Monitoring Form**



Agency Name: Marion Senior Services, Inc. d/b/a Marion Transit
Title VI Liaison: Clayton Murch, Transportation Director
Date of Review: February 25, 2022
Fixed Route Provider: Yes No

FDOT representative(s) and/or consultant(s) conducting review:

Name: Ryan Wenger Title: Transportation Planner
Phone: (407) 459-1615 Email: rwenger@vhb.com

Secondary reviewer:

Name: Brendan Guess Title: Consultant for FDOT, District Five
Phone: (407) 792-1635 Email: Brendan.Guess@dot.state.fl.us

The Florida Department of Transportation (FDOT) is a primary recipient of various Federal Transit Administration (FTA) grants and in turn may administer sub-recipient funding to Florida agencies and organizations. Per the guidelines outlined in FTA C 4702.1B for recipients of FTA financial assistance to carry out USDOT Title VI regulations (49 CFR part 21), sub-recipients to the FDOT are required to submit Title VI Programs to the FDOT every three (3) years on a schedule determined by the FDOT. FDOT, as the primary recipient of FTA funding, is responsible for the monitoring of sub-recipients that are subject to Title VI regulations.

All Appendices referenced in this checklist may be found in:

FTA Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients

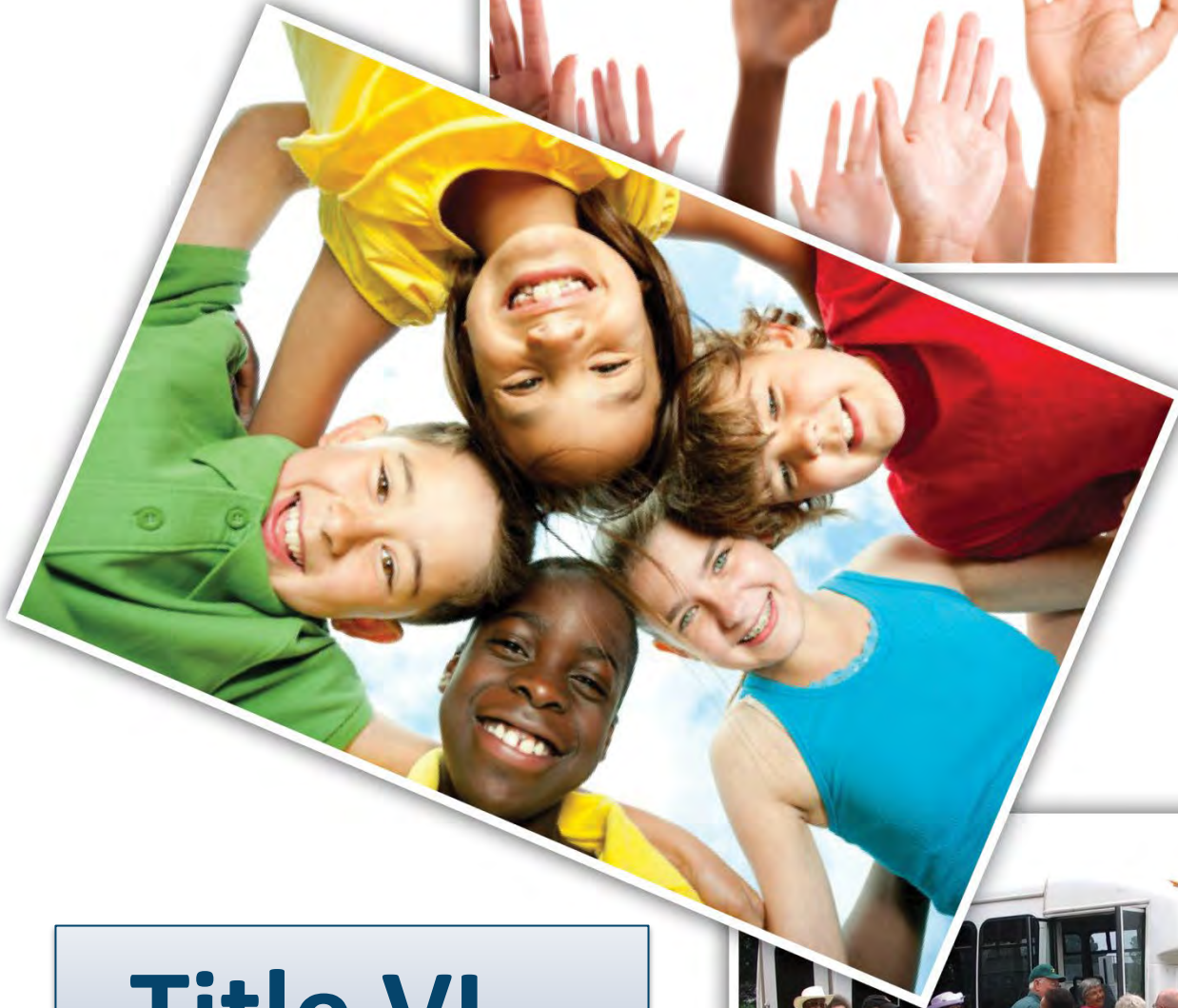
Requirement	Location	Yes	No	Comments
Title VI Annual Certification and Assurances				
Statement included in Program	Page 1-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Title VI Notice to the Public				
Included in Program	Page 2-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
List of public locations where notice is posted	Page 2-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Title VI Complaint Procedures Posted on Agency's website?	Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Text of procedure matches Appendix C - FTA C 4702.1B	Page A-2 – A-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix A
Title VI Complaint Form Posted on Agency's website?	Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix E shows a copy of the complaint form.
Public Notice specifies 3 classes of Title VI – race, color and national origin	Page 2-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Title VI investigations, complaints, and lawsuits: (Appendix E - FTA C 4702.1B)				
List of transit-related active investigations conducted by FTA and entities other than FTA	Page 5-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.
Lawsuits	Page 5-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Complaints naming the recipient	Page 5-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Public Participation Plan				
Included copy of plan	Page F-8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix F
Methods to engage minority and LEP population	Page G-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix G
Outreach efforts made since the last Title VI Program submission	Page 6-1 – 6-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See the table starting on page 6-1
Language Assistance Plan for providing language assistance to persons with Limited English Proficiency (LEP)				
Four Factor Analysis	Page G-3 – G-6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix G

Requirement	Location	Yes	No	Comments
Description of how the sub-recipient provides: <ul style="list-style-type: none"> • Language assistance • Notice to LEP persons about availability • Monitors and evaluates the plan • Trains employees to provide assistance 	Page 4-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has one sub-recipient
Minority Representation on planning and advisory bodies				
A table depicting the membership of non-elected committees and councils <ul style="list-style-type: none"> • Broken down by race • Description of the process agency uses to encourage the participation of minorities 	Page 8-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has an elected Board of Directors that consists of 18 members. <ul style="list-style-type: none"> • White 89% • Black 11%
Title VI equity analysis if the sub-recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.				
Completed equity analysis before site selection	Page 9-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has not recently constructed any facilities, nor does it currently have any facilities in the planning stage
Analysis examines facilities with similar impacts at the block group/census tract level, considers and analyzes alternatives	Page 9-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Board meeting minutes, resolution, or other appropriate documentation				
Included copy	Page C-2 – C-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix C
Shows Board of Directors/appropriate governing entity for policy decisions reviewed and approved the Title VI Program	Page C-2 – C-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix C

Title VI Fixed Route Transit Provider Requirements

Service Standards				
Requirement	Location	Yes	No	Comments
Vehicle load for each mode (ratio of passengers to the number of seats)				
Provided vehicle load standards for peak and off-peak times for each mode of transit (fixed route, BRT, rail, etc.)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Vehicle headway for each mode (amount of time between buses arriving at a stop)				
Provided vehicle headway standards for peak and non-peak service for each type of service (express, radial, feeder, etc.)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
On time performance for each mode (as defined by agency, typically > 1 minute early, or > 5 late)				
Provided on-time performance standard for each mode of transit (fixed route, BRT, rail, etc.)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Service availability for each mode (walking distance is generally defined as within ¼ or ½ mile from transit)				
Provided percentage of residents in the service area that must be within walking distance of bus or rail service	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Transit amenities for each mode (seating, shelters, maps, schedules, electronic signage, waste receptacles)				
Developed a policy that equitably distributes transit amenities across the system by mode	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Vehicle assignment for each mode of service				
Developed a policy to equitably distribute vehicles across the system based on age, type, capacity, and/or technology	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.

Marion Senior Services, Inc. d/b/a Marion Transit



Title VI

Date Adopted: July 1, 2016

Last Updated: December 2023



Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Title VI Program Activity Log

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Remarks
July 2016	Updated	<i>Tom Wilder</i>	Added new Director Names
May 2018	Review	<i>Tom Wilder</i>	No changes
June 2018	Update Public Participation Plan	<i>Tom Wilder</i>	Added new outreach efforts.
June 2019	Review	<i>Tom Wilder</i>	No changes.
June 2020	Review	<i>Tom Wilder</i>	No changes.
February 2022	Updated	<i>Clayton Murch</i>	3-year update
May 2022	Updated	<i>Clayton Murch</i>	Updated Letter of Concurrence and corresponding dates
October 2022	Review	<i>Clayton Murch</i>	Formatting changes only
December 2023	Updated	<i>Clayton Murch</i>	Updated demographic maps & data, alternate Title VI contact, Funding sources, Outreach table
February 2024	Updated	<i>Clayton Murch</i>	Update language in section 4.4. Changed JPA language to PTGA. Updated CTC agreement date.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

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APPENDIX B	CURRENT SYSTEM DESCRIPTION
APPENDIX C	TITLE VI PROGRAM ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER
APPENDIX D	TITLE VI SAMPLE NOTICE TO PUBLIC
APPENDIX E	TITLE VI COMPLAINT FORM
APPENDIX F	PUBLIC PARTICIPATION PLAN
APPENDIX G	LANGUAGE ASSISTANCE PLAN
APPENDIX H	OPERATING AREA LANGUAGE DATA: MARION SERVICE AREA
APPENDIX I	DEMOGRAPHIC MAPS
APPENDIX J	TITLE VI EQUITY ANALYSIS

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Program

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted, or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

Marion Senior Services, Inc. d/b/a Marion Transit assures the Florida Department of Transportation that no person shall, on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

Marion Senior Services, Inc. d/b/a Marion Transit further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against Marion Senior Services. Participate in training offered on the Title VI and other nondiscrimination requirements.
5. If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
6. Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
7. Submit the information required by FTA Circular 4702.1B to the primary recipients (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature

Jennifer Martinez
Executive Director/Signatory Authority, Marion Senior Services, Inc. d/b/a Marion Transit,
Date:, December 28, 2023

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

2.0 Introduction & Description of Services

Marion Senior Services, Inc. d/b/a Marion Transit submits this Title VI Program in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Marion Senior Services, Inc. d/b/a Marion Transit is a sub-recipient of FTA funds and provides service in Marion County. A description of the current Marion Senior Services' system is included in Appendix B.

Title VI Liaison

Clayton Murch

Transportation Director

(352) 620-3519

1101 SW 20th Court, Ocala, FL 34471

Alternate Title VI Contact

Renee Cunningham

HR Director

(352) 620-3501

1101 SW 20th Court, Ocala, FL 34471

Marion Senior Services, Inc. d/b/a Marion Transit must designate a liaison for Title VI issues and complaints within the organization. The liaison is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender, and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

2.2 Marion Senior Services, Inc. d/b/a Marion Transit is not a first-time applicant for FTA/FDOT funding. Annual Certifications and Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual

FTA Circular 4702.1B, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

Marion Senior Services, Inc. d/b/a Marion Transit will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT.

Primary (anticipated and received) funding sources:

<u>Grant</u>	<u>Purpose</u>	<u>Source</u>	<u>Typical Amount</u>
• 5310 Grant	Capital	Federal & Local	\$360,000
• 5311 Grant	Operating	Federal & Local	\$1,000,000
• TD Grant	Operating	State & Local	\$800,000
• ARP Grant	Operating	Federal	\$695,000
• CRRSAA Grant	Operating	Federal	\$802,000

2.3 Title VI Program Concurrence and Adoption

This Title VI Program was reviewed by FDOT on May 10, 2022. The Program was approved and adopted by Marion Senior Services' Board of Directors during a meeting held in October 2022. A copy of the meeting minutes and FDOT concurrence letter is included in Appendix C of this document.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Program. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee's nondiscrimination obligations
- A description of the procedure members of the public should follow in order to file a discrimination complaint against the grantee

An example of the Marion Senior Service's Title VI Notice to the Public can be found in Appendix D.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of Marion Senior Services' obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of Marion Senior Services' resource rooms, and on the Marion Senior Services' website at marionseniorservices.org. Additionally, notices will be posted on transit vehicles.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by Marion Senior Services' may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form (refer to Appendix E). Marion Senior Services investigates complaints received no more than 180 days after the alleged incident. Marion Senior Services will process complaints that are complete.

Once the complaint is received, Marion Senior Services will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

Marion Senior Services has ninety (90) days to investigate the complaint. If more information is needed to resolve the case, Marion Senior Services may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Marion Senior Services can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven (7) days to do so from the time he/she receives the closure letter or the LOF.

The complaint procedure will be made available to the public on Marion Senior Services' website (marionseniorservices.org).

4.2 Complaint Form

A copy of the complaint form in English and Spanish is provided in Appendix E and on Marion Senior Services' website (marionseniorservices.org).

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

4.3 Record Retention and Reporting Policy

FTA Circular 4702.1B, Chapter III, Paragraph 11: Primary recipients should assist their sub-recipients in complying with DOT's Title VI regulations, including the general reporting requirements.

FTA requires that all direct and primary recipients document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. Marion Senior Services, Inc. d/b/a Marion Transit will submit Title VI Programs to FDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

Marion Senior Services, Inc. d/b/a Marion Transit has one sub-recipient listed below. Marion Transit is required by FTA to ensure that sub-recipients of federal funds comply with all Title VI requirements. To meet this mandate, Marion Transit monitoring consists of collecting data through site visits, day-to-day technical assistance, and reports/forms. Marion Transit uses reports and site visits to determine if the sub-recipients are complying with the Title VI requirements as outlined in FTA Circular 4702.1B and their Title VI Plan.

Title VI Complaint procedures, Title VI Complaint Form, and a sample Title VI Notice have been developed and distributed by Marion Transit to its sub-recipients. Marion Transit also assists the sub-recipients with demographic maps for Title VI purposes upon request.

4.5 Contractors and Subcontractors

Marion Senior Services, Inc. d/b/a Marion Transit is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Marion Senior Services, Inc. d/b/a Marion Transit, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,

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(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion, or family status.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Marion Senior Services shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Marion Senior Services, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a part of the Public Transportation Grant Agreement (PTGA) with FDOT, Marion Senior Services and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49

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CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. Marion Senior Services and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a part of the PTGA with FDOT, vendors and contractors of Marion Senior Services, Inc. d/b/a Marion Transit shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with Marion Senior Services, Inc. d/b/a Marion Transit. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for Marion Senior Services, Inc. d/b/a Marion Transit shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for Marion Senior Services, Inc. d/b/a Marion Transit.

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5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), Marion Senior Services, Inc. d/b/a Marion Transit must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by Marion Senior Services, Inc. d/b/a Marion Transit in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to [FDOT] and/or [other primary recipient].

Marion Senior Services, Inc. d/b/a Marion Transit has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. A summary of these incidents is recorded in Table 1.

Table 1: Summary of Investigations, Lawsuits, and Complaints

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

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6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for Marion Senior Services was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for Marion Senior Services, Inc. d/b/a Marion Transit's Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Marion Senior Services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Plan.

Current Outreach Efforts

Marion Senior Services, Inc. is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of Marion Senior Services, Inc. recent, current, and planned outreach activities.

Event Date	Activity or Event	Location Name	Address	City	State	Zip Code
01/15/21	One:One Talk	Parkside Garden Apartments	621 NW 2nd Street	Ocala	FL	34475
05/06/21	Information Session	Evangeline Booth Apartments	2921 NE 14th Street	Ocala	FL	34474
05/19/21	Food Distribution	Belleview Church of Christ	12355 S Highway 441	Belleview	FL	34420
06/16/21	Food Distribution	St. Joseph's of the Forest Catholic Church	17301 Hwy 40	Silver Springs	FL	34488
03/18/21	Quarterly Senior Day	Marion Senior Services	1101 SW 20th Court	Ocala	FL	34471
06/17/21	Quarterly Senior Day	Marion Senior Services	1101 SW 20th Court	Ocala	FL	34471
07/21/21	Fresh Stop Bus	Marion Oaks Community Center	294 Marion Oaks Lane	Ocala	FL	34473

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08/18/21	Fresh Stop Bus	New Mary Missionary Baptist Church	St.	4491 NW 27th Ave	Ocala	FL	34475
09/01/21	Commodity Supplemental Food Program - New Clients	N/A		Various Via Mail	Ocala	FL	34471
09/15/21	Community Outreach Event/Produce Giveaway	Progressive Union Missionary Baptist Church		8792 NW 38th Ave Rd	Ocala	FL	34482
10/20/21	Fresh Stop Bus	St. Joseph's of the Forest		17301 E Highway 40	Silver Springs	FL	34488
10/31/21	Bark in the Park Event	Ocala Downtown Market		310 SE 3rd Street	Ocala	FL	34471
11/14/21	Community Presentation	Christ the King Anglican Church		4440 SE 3rd Ave	Ocala	FL	34470
11/17/21	Community Presentation	Candler Hills Club		8575 SW 87th Circle	Ocala	FL	34481
11/17/21	Grateful for Grandparents Day/Produce Giveaway	United Way		1401 NE 3rd Street	Ocala	FL	34470
12/15/21	Fresh Stop Bus	Magnolia Walk Apartments		2603 SW 10th St	Ocala	FL	34474
01/01/22	Commodity Supplemental Food Program - New Clients	N/A		Various Via Mail	Ocala	FL	34471
01/19/22	Fresh Stop Bus	Papy's Place		9475 NE Jacksonville Road	Ocala	FL	32617
02/01/22	Commodity Supplemental Food Program - New Clients	N/A		Various Via Mail	Ocala	FL	34471
02/16/22	Fresh Stop Bus	Seventh Day Adventist Church		7620 S US Hwy 41	Dunnellon	FL	34432
03/01/22	Commodity Supplemental Food Program - New Clients	N/A		Various Via Mail	Ocala	FL	34471
03/07/22	Community Presentation	Ocala First United Methodist Church		1126 E Silver Springs Blvd	Ocala	FL	34470
03/16/22	Fresh Stop Bus	Bellevue Church of Christ		12355 S Highway 441	Bellevue	FL	34420
03/18/22	Community Event	College of Central Florida		3003 SW College Road	Ocala	FL	34474
03/30/22	Community Event	Ready, Set, Safe, Emergency Expo		1510 NW 4th Street	Ocala	FL	34475

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05/01/22	Commodity Supplemental Food Program - New Clients	N/A	Various Via Mail	Ocala	FL	34471
05/10/22	Community Presentation	Pine Run Estates Neighbors Helping Neighbors	10379 SW 88th Terrace	Ocala	FL	34481
05/18/22	Fresh Stop Bus	Marion Oaks Community Center	280 Marion Oaks Lane	Ocala	FL	34473
06/01/22	Commodity Supplemental Food Program - New Clients	N/A	Various Via Mail	Ocala	FL	34471
06/02/22	Community Presentation	Dunnellon Caregiver Support Group	20351 Robinson Road	Dunnellon	FL	34431
06/12/22	Community Presentation	Church of the Advent	11251 SW Hwy 484	Dunnellon	FL	34431
06/15/22	Fresh Stop Bus	Magnolia Walk Apt	2601 SW 10th Street	Ocala	FL	34471
07/01/22	Commodity Supplemental Food Program - New Clients	N/A	Various Via Mail	Ocala	FL	34471
07/20/22	Fresh Stop Bus	New Hope Missionary Baptist Church	2240 NE 8th Lane	Anthony	FL	32617
08/01/22	Commodity Supplemental Food Program - New Clients	N/A	Various Via Mail	Ocala	FL	34471
08/17/22	Fresh Stop Bus	Progressive Union MBC	8792 NW 38th Avenue Road	Ocala	FL	34482
09/21/22	Fresh Stop Bus	Christ the King	4440 SE 3rd Avenue	Ocala	FL	34480
10/01/22	Commodity Supplemental Food Program - New Clients	N/A	Various Via Mail	Ocala	FL	34471
10/16/22	Bark in the Park 2nd Annual Event	Ocala Downtown Market	310 SE 3rd Street	Ocala	FL	34471
10/19/22	Fresh Stop Bus	New St. Mary Missionary Baptist Church	4491 NW 27th Avenue	Ocala	FL	34478
10/28/22	Community Health Expo	One Health Center	1714 SW 17th Street	Ocala	FL	34471
10/27/22	Oak Run Community Health Fair	Oak Run Community - Palm Grove	6951 SW 115th Street Road	Ocala	FL	34476
11/16/22	Fresh Stop Bus	Marion Senior Services	1101 SW 20th Court	Ocala	FL	34471

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11/24/22	Marion Senior Services Community Thanksgiving Dinner	One Health Center	1714 SW 17th Street	Ocala	FL	34476
01/18/23	Fresh Stop Bus	Forest Community Center	7777 S. County Rd. 314A	Ocklawaha	FL	32179
02/15/23	Fresh Stop Bus	Marion Oaks Community Center	294 Marion Oaks Lane	Ocala	FL	34473
02/21/23	Ocala Lions Club	The Way Church	7173 SW ST 200	Ocala	FL	34476
02/27/23	Walk-In & Mailings	Marion Senior Services	1101 SW 20th Ct	Ocala	FL	34471
03/03/23	Caregiver Support Group	Dunnellon Public Library	20351 Robinson Rd	Dunnellon	FL	34432
03/07/23	CIL Expo	One Health Center	1714 SW 17th Ave	Ocala	FL	34471
03/09/23	Oak Run Recreation & Entertainment Co.	Oak Run Community	8885 SW 110th St	Ocala	FL	34481
03/10/23	ALF Living Expo	College of Central Florida	3001 SW College Rd	Ocala	FL	34471
03/15/23	Fresh Stop Bus	Magnolia Walk	2603 SW 10th St	Ocala	FL	34471
03/17/23	Parade of Seniors	College of Central Florida	3001 SW College Rd	Ocala	FL	34471
04/24/23	Pre-Assessment Event	The Church of Holy Faith	19924 West Blue Cove Dr.	Dunnellon	FL	34432
04/30/23	Walk-In & Mailings	Marion Senior Services	1101 SW 20th Ct	Ocala	FL	34471
04/30/23	CSFP New Clients	Marion Senior Services	1101 SW 20th Ct	Ocala	FL	34471
05/17/23	Fresh Stop Produce Event	Miracle Deliverance Center	1950 NW Blitchton Road	Ocala	FL	34475
05/22/23	Senior Farmers Market Nutrition Program	Marion Senior Services	1101 SW 20th Ct	Ocala	FL	34471

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05/23/23	Senior Farmers Market Nutrition Program	MSS - Senior Community Center @ Dunnellon - The Church of the Holy Faith	19924 West Blue Cove Dr.	Dunnellon	FL	34432
05/24/23	Senior Farmers Market Nutrition Program	MSS - Forest Community Center	777 S. Hwy 314A	Ocklawaha	FL	32179
06/07/23	CSFP New Clients	Marion Senior Services	various via mail	Ocala	FL	34471
06/15/23	World Elder Abuse Awareness Day	One Health Center	1714 SW 17th Ave	Ocala	FL	34471
07/19/23	CSFP New Clients	Marion Senior Services	various via mail	Ocala	FL	34471
08/11/23	CSFP New Clients	Marion Senior Services	various via mail	Ocala	FL	34471
08/22/23	Senior Farmers Market Nutrition Program	Trinity Villas	3728 NE 8th Place	Ocala	FL	34479
09/13/23	CSFP New Clients	Marion Senior Services	various via mail	Ocala	FL	34471
09/20/23	Fresh Stop	Foxwood Farms	4705 NW 20th St	Ocala	FL	34482
09/29/23	Breast Cancer	One Health Center	1714 SW 17th Ave	Ocala	FL	34471
10/04/23	Fresh Stop	Boys and Girls Club	674 Silver Road	Ocala	FL	34472
10/06/23	CSFP New Clients	Marion Senior Services	various via mail	Ocala	FL	34471
10/18/23	Fresh Stop	Forest Community Center	777 S. Hwy 314A	Ocklawaha	FL	32179
10/26/23	Oak Run Health Fair	Oak Run Community	6951 SW 115th St Rd	Ocala	FL	34476
10/26/23	CSFP New Clients	Marion Senior Services	various via mail	Ocala	FL	34471
10/31/23	First Presbyterian Church	First Presbyterian Church	511 SE 3rd St	Ocala	FL	34471

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11/08/23	CSFP New Clients	Marion Senior Services	1101 SW 20th Ct	Ocala	FL	34471
11/20/23	Fort King Presbyterian Church Group	Zoom Meeting		Ocala	FL	34471
11/27/23	Fresh Stop	Senior Center Anthony	2240 NE 86th Lane	Anthony	FL	32617
11/23/23	Community Thanksgiving Dinner	One Health Center	1714 SW 17th Ave	Ocala	FL	34471

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

Marion Senior Services, Inc. d/b/a Marion Transit operates a transit system within Marion County. The Language Assistance Plan (LAP) has been prepared to address Marion Senior Services, Inc. d/b/a Marion Transit's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak, or understand English are LEP. In Marion Senior Services, Inc. d/b/a Marion Transit's service area 3.58% of the residents describes themselves as not able to communicate in English very well (Source: US Census). Marion Senior Services, Inc. is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. Marion Senior Services, Inc. d/b/a Marion Transit has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Program as Appendix G.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Marion Senior Services, Inc. d/b/a Marion Transit has an elected Board of Directors that consists of 18 members.

Marion Senior Services, Inc. d/b/a Marion Transit will make efforts to encourage minority participation on the committee. These efforts are made by distributing information about the participation on the committee at public meetings and throughout the transit system. Marion Senior Services, Inc. d/b/a Marion Transit will utilize the minority population demographic maps included in Appendix I in order to focus on the areas in which the committee participation information is distributed.

The following is a breakdown of Marion Senior Services, Inc. d/b/a Marion Transit's Board of Directors broken down by race.

Black 12%

White 88%

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9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, Marion Senior Services will ensure the following:

1. Marion Senior Services, Inc. d/b/a Marion Transit will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. Marion Senior Services, Inc. d/b/a Marion Transit will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.
2. When evaluating locations of facilities, Marion Senior Services, Inc. d/b/a Marion Transit will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.
3. If Marion Senior Services, Inc. d/b/a Marion Transit determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, Marion Senior Services, Inc. d/b/a Marion Transit may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. Marion Senior Services, Inc. d/b/a Marion Transit must demonstrate and document how both tests are met. Marion Senior Services, Inc. d/b/a Marion Transit will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

Marion Senior Services, Inc. d/b/a Marion Transit has not recently constructed any facilities, nor does it currently have any facilities in the planning stage. Therefore, Your Community Transit does not have any Title VI Equity Analysis reports to submit with this Plan. Your Community Transit will utilize the demographic maps included in Appendix I for future Title VI analysis.

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10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.

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11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	CURRENT SYSTEM DESCRIPTION
APPENDIX C	TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER
APPENDIX D	TITLE VI SAMPLE NOTICE TO PUBLIC
APPENDIX E	TITLE VI COMPLAINT FORM
APPENDIX F	PUBLIC PARTICIPATION PLAN
APPENDIX G	LANGUAGE ASSISTANCE PLAN
APPENDIX H	OPERATING AREA LANGUAGE DATA: Marion Senior Services' SERVICE AREA
APPENDIX I	DEMOGRAPHIC MAPS
APPENDIX J	TITLE VI EQUITY ANALYSIS

Appendix A

FTA Circular 4702.1B Reporting Requirements for Transit Providers

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements

All recipients must submit:

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers

All Fixed Route Transit Providers must submit:

- All requirements set out in Chapter III (General Requirements)
- Service standards
 - Vehicle load for each mode
 - Vehicle headway for each mode
 - On time performance for each mode
 - Service availability for each mode
- Service policies
 - Transit Amenities for each mode
 - Vehicle Assignment for each mode

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Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:

- Demographic and service profile maps and charts
- Demographic ridership and travel patterns, collected by surveys
- Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

Appendix B

Current System Description

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Current System Description

1. An overview of the organization including its mission, program goals and objectives.
Marion Senior Services, Inc. d/b/a Marion Transit's current and long-term focus as a transportation provider is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents.
2. Organizational structure, type of operation, number of employees, service hours, staffing plan and safety and security plan.
Marion Senior Services, Inc. is a non-profit 501(c)(3) organization. Our organization is made up of 66 full-time employees, 30 part-time employees, and 220 volunteers. Our Executive Director is responsible for all of the day-to-day operations of our organization and reports directly to our Board of Directors (BOD). Our BOD is committed to this program. Transportation services are provided in accordance with the BOD's approved Operations Manual/System Safety/Security Program and its Transportation Disadvantaged Service Plan (TDSP). We will continue to operate at previous year (2020) service hours operating 32 full-time demand response routes.
3. Indicate if your agency is a government authority or a private non-profit agency.
Marion Senior Services, Inc. d/b/a Marion Transit is a non-profit 501(c)(3) with a CTC agreement with the Marion County Board of County Commission. We have an executed CTC agreement dated July 1, 2020.
4. Who is responsible for insurance, training and management, and administration of the agency's transportation programs?
Marion Senior Services, Inc. d/b/a Marion Transit's Transportation Director is responsible for training and management of our transportation program. All safety sensitive employees are required to complete FDOT approved safety and security training course as part of their new hire orientation. All new employees are also required to complete 80 hours of on-the-road drivers training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheelchair lifts and securement devices. The Finance Director is responsible for annual renewal of all liability insurance for both FDOT and agency owned vehicles, as well as vehicle registration renewal. It is the Transportation Manager's responsibility to administer all aspects of the transportation program and to control access and usage of all agency vehicles.
5. Who provides vehicle maintenance and record keeping?
Maintenance on all agency vehicles is provided by Advanced Tire Service. Advanced Tire Service employs ASE certified technicians with experience in working on commercial passenger vehicles of the type our agency uses. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the FDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are kept on-site at our operations base located at 1101 SW 20th Court in Ocala and are maintained by the Fleet Safety Manager. All records are maintained and retained for a minimum of five (5) years.

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6. Number of current transportation related employees
Our transportation department has a total of 51 employees that include: 32 full-time drivers, 5 part-time drivers, 2 administrators and 12 support staff.
7. Who will drive the vehicle, number of drivers, CDL certifications, etc.?
Only transportation employees that have completed all required safety and drivers training requirements will be allowed to drive the agency vehicles. None of our buses meet the criteria that require Commercial Driver's Licenses.
8. A detailed description of service routes and ridership numbers
Transportation services provided through our program are available to transportation disadvantaged citizens of Marion County. We provide a wide range of trip purposes that include: medical, nutrition, shopping, social service, training, employment, social and recreation. Approximately .02% of the medical trips we provide are to medical facilities out of the county; therefore, our out of county services are directed to the nearby highway corridors that surround this community for optimum efficiency of trip duration and the most convenient route. Currently, our fleet consists of 23' and 24' cutaway buses and all are lift equipped. We also have a contract provider that can supplement any services that we are unable to accommodate. We prioritize grouping trips and multi-loading to the maximum extent possible. We make 300 passenger trips per day on average and leverage our fleet resources so that all vehicles are used in a responsible manner to provide full coverage and retire the vehicles at a consistent pace and appropriate age and mileage.

Appendix C

Title VI Program Adoption Meeting Minutes and FDOT Concurrence Letter

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program



Florida Department of Transportation

RON DESANTIS
GOVERNOR

420 W. Landstreet Rd.
Orlando, FL 32824

JARED W. PERDUE, P.E.
SECRETARY

May 10, 2022

Clayton Murch
Marion Senior Services
1101 SW 20th Court
Ocala, Florida 34471

Re: 2022 Title VI Plan Review and Acceptance

Dear Mr. Murch:

The Department has completed a review of your agency's 2022 Title VI Plan Update. We find the Title VI plan to be in compliance with Section 49 Code of Federal Regulations, part 21 and Federal Transit Administration (FTA) Circular 4702.18 as well as the Department's Title VI Plan Guidance.

We appreciate the opportunity to review the document and ensure compliance with the federal and state requirements. Found in Attachment A of this notice is the FDOT District Five Title VI Sub-Recipient Compliance Monitoring Form used to verify Marion Senior Services' Title VI Plan. Please include a copy of this letter in the appendices of your agency's Title VI Plan as outlined in the Title VI requirements. The Department also recommends proper documentation of the receipt of acceptance letter in the plan's activity log.

If you have any questions, please contact me at (321) 319-8175 or e-mail Jo.Santiago@dot.state.fl.us.

Sincerely,

Digitally signed by:

Jo Santiago

Jo Santiago, C.P.M.

Transit Intermodal Supervisor

FDOT District Five

JS/bg

Attachment A: FDOT District Five Title VI Sub-Recipient Compliance Monitoring Form

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

Attachment A

FDOT - District Five Title VI Sub-Recipient Compliance Monitoring Form

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

FDOT District Five Title VI Program Sub-recipient Compliance Monitoring Form



Agency Name: Marion Senior Services, Inc. d/b/a Marion Transit
Title VI Liaison: Clayton Murch, Transportation Director
Date of Review: February 25, 2022
Fixed Route Provider: Yes No

FDOT representative(s) and/or consultant(s) conducting review:

Name: Ryan Wenger Title: Transportation Planner
Phone: (407) 459-1615 Email: rwenger@vhb.com

Secondary reviewer:

Name: Brendan Guess Title: Consultant for FDOT, District Five
Phone: (407) 792-1635 Email: Brendan.Guess@dot.state.fl.us

The Florida Department of Transportation (FDOT) is a primary recipient of various Federal Transit Administration (FTA) grants and in turn may administer sub-recipient funding to Florida agencies and organizations. Per the guidelines outlined in FTA C 4702.1B for recipients of FTA financial assistance to carry out USDOT Title VI regulations (49 CFR part 21), sub-recipients to the FDOT are required to submit Title VI Programs to the FDOT every three (3) years on a schedule determined by the FDOT. FDOT, as the primary recipient of FTA funding, is responsible for the monitoring of sub-recipients that are subject to Title VI regulations.

All Appendices referenced in this checklist may be found in:

FTA Circular 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program



Requirement	Location	Yes	No	Comments
Title VI Annual Certification and Assurances				
Statement included in Program	Page 1-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Title VI Notice to the Public				
Included in Program	Page 2-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
List of public locations where notice is posted	Page 2-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Title VI Complaint Procedures Posted on Agency's website?	Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Text of procedure matches Appendix C - FTA C 4702.1B	Page A-2 – A-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix A
Title VI Complaint Form Posted on Agency's website?	Website	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix E shows a copy of the complaint form.
Public Notice specifies 3 classes of Title VI – race, color and national origin	Page 2-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Title VI investigations, complaints, and lawsuits: (Appendix E - FTA C 4702.1B)				
List of transit-related active investigations conducted by FTA and entities other than FTA	Page 5-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.
Lawsuits	Page 5-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Complaints naming the recipient	Page 5-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Public Participation Plan				
Included copy of plan	Page F-8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix F
Methods to engage minority and LEP population	Page G-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix G
Outreach efforts made since the last Title VI Program submission	Page 6-1 – 6-3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See the table starting on page 6-1
Language Assistance Plan for providing language assistance to persons with Limited English Proficiency (LEP)				
Four Factor Analysis	Page G-3 – G-6	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix G

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program



Requirement	Location	Yes	No	Comments
Description of how the sub-recipient provides: <ul style="list-style-type: none"> • Language assistance • Notice to LEP persons about availability • Monitors and evaluates the plan • Trains employees to provide assistance 	Page 4-2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has one sub-recipient.
Minority Representation on planning and advisory bodies				
A table depicting the membership of non-elected committees and councils <ul style="list-style-type: none"> • Broken down by race • Description of the process agency uses to encourage the participation of minorities 	Page 8-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has an elected Board of Directors that consists of 18 members. <ul style="list-style-type: none"> • White 89% • Black 11%
Title VI equity analysis if the sub-recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.				
Completed equity analysis before site selection	Page 9-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit has not recently constructed any facilities, nor does it currently have any facilities in the planning stage
Analysis examines facilities with similar impacts at the block group/census tract level, considers and analyzes alternatives	Page 9-1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Board meeting minutes, resolution, or other appropriate documentation				
Included copy	Page C-2 – C-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix C
Shows Board of Directors/appropriate governing entity for policy decisions reviewed and approved the Title VI Program	Page C-2 – C-5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appendix C



Title VI Fixed Route Transit Provider Requirements

Service Standards				
Requirement	Location	Yes	No	Comments
Vehicle load for each mode (ratio of passengers to the number of seats)				
Provided vehicle load standards for peak and off-peak times for each mode of transit (fixed route, BRT, rail, etc.)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Vehicle headway for each mode (amount of time between buses arriving at a stop)				
Provided vehicle headway standards for peak and non-peak service for each type of service (express, radial, feeder, etc.)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
On time performance for each mode (as defined by agency, typically > 1 minute early, or > 5 late)				
Provided on-time performance standard for each mode of transit (fixed route, BRT, rail, etc.)	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Service availability for each mode (walking distance is generally defined as within ¼ or ½ mile from transit)				
Provided percentage of residents in the service area that must be within walking distance of bus or rail service	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Transit amenities for each mode (seating, shelters, maps, schedules, electronic signage, waste receptacles)				
Developed a policy that equitably distributes transit amenities across the system by mode	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.
Vehicle assignment for each mode of service				
Developed a policy to equitably distribute vehicles across the system based on age, type, capacity, and/or technology	N/A	<input type="checkbox"/>	<input type="checkbox"/>	Marion Senior Services, Inc. d/b/a Marion Transit is not a fixed route service provider.

Appendix D

Title VI Sample Notice to Public

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program



MARION TRANSIT

- Marion Senior Services, Inc. d/b/a Marion Transit operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Marion Senior Services, Inc. d/b/a Marion Transit.
- For more information on Marion Senior Services, Inc. d/b/a Marion Transit's civil rights program, and the procedures to file a complaint, contact (352) 620-3071, email cmurch@marionseniorservices.org or visit our administrative office at 1101 SW 20th Court, Ocala, FL 34471.

For more information you may visit: www.marionseniorservices.org.

- If information is needed in another language, contact (352) 620-3071

Appendix E

Title VI Complaint Forms

Marion Senior Services, Inc. d/b/a Marion Transit

Title VI Complaint Form

TITLE VI COMPLAINT FORM

Consistent with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 (ADA), the Agency has designated an individual as the Title VI/ADA Coordinator. The coordinator is responsible for accepting complaints of discrimination on the basis of race, color, national origin, sex, age, disability, religion and family status in the provision of services, activities, programs, or benefits provided by the Agency.

A complaint shall be submitted in writing within the following time frames:

- **Title VI: No later than 180 days from the date** of the alleged discrimination based on race, color, religion, sex or national origin.
- **ADA: No later than 60 days from the date** of the alleged discrimination of a qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of or be subjected to discrimination in programs, services or activities sponsored by Marion Senior Services, Inc.

Complaints shall include the name, address, and phone number of the complainant, along with the location, date and description of the problem. Complaints shall be processed in accordance with the applicable law.

Note: Marion Senior Services, Inc. does not discriminate based on race, color, national origin, sex, age, disability, religion or family status in any program or service. Persons with questions about nondiscrimination or those needing special accommodations under the ADA or language services should contact the **Transportation Director (352) 620-3071**.

To file a complaint, complete the form below and mail to Marion Senior Services, Inc. d/b/a Marion Transit at 1101 SW 20th Court, Ocala, FL 34471.

Please submit this form in person at the address below, or mail this form to:

**Marion Senior Services, Inc. d/b/a Marion Transit
ATTN: Transportation Director
1101 SW 20th Court
Ocala, FL 34471**

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Submit a Civil Rights/ADA Complaint:

Section I

Name: _____

Address: _____

Telephone (Home): _____ Work: _____

Electronic Mail Address: _____

Accessible Format Requirements (Circle):

Large Print Audio Tape TDD Other

Section II

Are you filling this complaint on your own behalf? Yes* No

*If you answered "yes" to this question, go to Section III

If not, please supply the name and relationship of the person for whom you are complaining for:

Name _____ Relationship _____

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes No

Section III

I believe the discrimination I experienced was based on (check all that applies):

Race Color National Origin Gender Religion Disability Age
 Family Status

Date of Alleged Discrimination (Month, Day, Year)

Explain as clearly as possible what happened and why you believe you discriminated against. Describe all persons who were involved. Include the name and contact information of the person (s) who discriminated against you (if known) as well as names and contact information of any witnesses. Please include any other information that would assist us in our investigation of the allegations. Please also provide any other documentation that is relevant to this complaint.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Section IV

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

- Federal Agency State Agency
 Federal Court Local Agency
 State Court

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section V

Name of the agency complaint is against: _____

Contact Person: _____

Title: _____

Telephone Number: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

Signature _____ **Date** _____

Marion Senior Services, Inc. d/b/a Marion Transit

Title VI Complaint Form

TÍTULO VI FORMULARIO DE QUEJA

De acuerdo con el Título VI de la Ley de Derechos Civiles de 1964 y la Ley de Estadounidenses con Discapacidades de 1990 (ADA), el Condado designó a un individuo como Coordinador del Título VI / ADA del Condado. El Coordinador es responsable de aceptar quejas de discriminación por motivos de raza, color, origen nacional, sexo, edad, discapacidad, religión y estado familiar en la prestación de servicios, actividades, programas o beneficios provistos por el Condado. Las quejas se presentarán por escrito dentro de los siguientes plazos:

Título VI: a más tardar 180 días a partir de la fecha de la supuesta discriminación

ADA: a más tardar 60 días a partir de la fecha de la supuesta discriminación

Las quejas incluirán el nombre, la dirección y el número de teléfono del demandante, junto con la ubicación, la fecha y la descripción del problema. Las quejas se procesarán de acuerdo con la ley aplicable.

El Condado de Marion no discrimina por raza, color, origen nacional, sexo, edad, discapacidad, religión o estado familiar en ningún programa o servicio. Las personas con preguntas sobre la no discriminación o aquellos que necesitan alojamiento especial bajo la ADA o los servicios de idiomas deben comunicarse con **Director de Transporte al (352) 620-3071**.

Para presentar una queja, complete el siguiente formulario y envíe por correo a Marion Senior Services, Inc. d/b/a Marion Transit al 1101 SW 20th Court, FL 34471.

Envíe este formulario en persona a la siguiente dirección, o envíe este formulario por correo a:

**Marion Senior Services, Inc. d/b/a Marion Transit
ATTN: Transportation Director
1101 SW 20th Court
Ocala, FL 34471**

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Presentar una queja de Derechos Civiles / ADA:

Sección I

Nombre: _____

Dirección: _____

Teléfono (casa): _____ Trabajo: _____

Dirección de correo electrónico: _____

Requisitos de formato accesible (círculo):

Letra grande

Cinta de audio

TDD

Otro

Sección II

¿Está llenando esta queja en su propio nombre? Si No

* Si respondió "sí" a esta pregunta, vaya a la Sección III

De lo contrario, proporcione el nombre de la relación de la persona por la que se queja:

Nombre _____ Relación _____

Explique por qué ha solicitado un tercero:

Confirme que ha obtenido el permiso de la parte perjudicada si está presentando una demanda en nombre de un tercero.

Si No

Sección III

Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

Raza Color Origen Nacional Género
 Edad Religión Discapacidad Estado
familiar

Fecha de presunta discriminación (Mes, Día, Año) _____

Explique lo más claramente posible qué sucedió y por qué cree fue discriminado. Describe a todas las personas que estuvieron involucradas. Incluya la información del nombre y del contacto de la persona (s) que lo discriminó (si lo sabe), así como los nombres y la información

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

de contacto de cualquier testigo. Incluya cualquier otra información que nos ayude en nuestra investigación de las alegaciones. También proporcione cualquier otra documentación que sea relevante para esta queja.

Sección IV

¿Ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o ante cualquier tribunal federal o estatal?

Si No

En caso afirmativo, marque todo lo que corresponda:

Agencia Federal Agencia del Estado
 Corte Federal Agencia Local
 Tribunal Estatal

Proporcione información sobre una persona de contacto en la agencia / tribunal donde se present la queja.

Nombre: _____

Título: _____

Agencia: _____

Dirección: _____

Teléfono: _____

Sección V

El nombre de la queja de la agencia está en contra:

Persona de contacto: _____

Número de Teléfono: _____

Puede adjuntar cualquier material escrito u otra información que considere relevante para su reclamo.

Firma _____

Fecha _____

Appendix F

Public Participation Plan (PPP)

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Introduction

The Public Participation Plan (PPP) for Marion Senior Services was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for Marion Senior Services. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Marion Senior Services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. Marion Senior Services also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about Marion Senior Services and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** Marion Senior Services will proactively reach out and engage low-income, minority, and LEP populations for the Marion Senior Services service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive:** Marion Senior Services will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The methods of public participation included in this PPP were developed based upon best practices in conjunction with the needs and capabilities of Marion Senior Services and intends to achieve meaningful public participation by a variety of methods with respect to service and any changes to service. The public will be invited to provide feedback on the Marion Senior Services website (marionseniorservices.org) and

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

all feedback on the site will be recorded and passed on to Marion Senior Services' management. The public will also be able to call the Marion Senior Services office at 352-620-3071 during its hours of operation. Feedback collected over the phone will be recorded and passed on to Marion Senior Services' management. Formal customer surveys to measure performance will be conducted periodically. The comments recorded as a part of these participation methods will be responded to as appropriate. Information/brochures regarding our services are accessible in Marion Senior Services' resource room and open to the public. Materials and news letters are disseminated at physician's offices , churches, health fairs, senior centers, and any public outreach event that Marion Senior Services, Inc. participates. Accessible formats are available upon request.

All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the "safe harbor" criteria.

Public Hearing

Our Agency is not required to perform public hearings.

LCB Meetings

LCB meetings are tentavely scheduled every third Thursday of each quarter. The Transportation Planning Office and Marion Senior Services, Inc. d/b/a Marion Transit provides information to the Board Members regarding issues, if any, and necessary action items.

Appendix G

Language Assistance Plan (LAP)

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

I. Introduction

Marion Senior Services, Inc. d/b/a Marion Transit operates a transit system within Marion County. The Language Assistance Plan (LAP) has been prepared to address Marion Senior Services, Inc. d/b/a Marion Transit's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In Marion Senior Services, Inc. d/b/a Marion Transit's service area there are 3,788 households or 2.44% who describe themselves as "Limited English Speaking" (Source: US Census). Marion Senior Services, Inc. d/b/a Marion Transit is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP.

The U.S. Department of Transportation Handbook, titled "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers, (April 13, 2007) " (hereinafter "Handbook"), states that Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance (Handbook, page 5). The Handbook further adds that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (Handbook, page 5).

Executive Order 13166 of August 16, 2000 states that recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons (Handbook, page 6). Additionally, recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are LEP (Handbook, page 6). These provisions are included in FTA Circular 4702.1B in Paragraph 9 of Chapter III (pages III-6 to III-9).

For many LEP individuals, public transit is the principal transportation mode available. It is important for Marion Senior Services, Inc. d/b/a Marion Transit to be able to communicate effectively with all of its riders. When Marion Senior Services, Inc. d/b/a Marion Transit is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. Marion Senior Services, Inc. d/b/a Marion Transit is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI. This plan will demonstrate the efforts that Marion Senior Services, Inc. d/b/a Marion Transit undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

Identification: Identifying LEP populations in service areas Interpretation: Offering timely interpretation to LEP individuals upon request

Translation: Providing timely translation of important documents

Staffing: Identifying Marion Senior Services' staff to assist LEP customers

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Training: Providing training on LAP to responsible employees.

II. Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use Marion Senior Services, Inc. d/b/a Marion Transit and identify needs for language assistance. This analysis is based on the “Four Factor Analysis” presented in the Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

1. The number and proportion of LEP persons in the service area who may be served or are likely to encounter a Marion Senior Services’ program, activity or service.
2. The frequency with which LEP persons come in contact with Marion Senior Services’ programs, activities or services.
3. The nature and importance of programs, activities or services provided by Marion Senior Services to the LEP population.
4. The resources available to Marion Senior Services and overall costs to provide LEP assistance

a. **Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population**

Of the 154,996 households in the Marion Senior Services’ service area 3,788 of them describe themselves as speaking English less than “very well”. People of Hispanic descent are the primary LEP persons likely to utilize Marion Senior Services.

Appendix H contains a table which lists the languages spoken at home by the ability to speak English for the population within the Marion Senior Services’ service area.

b. **Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services**

The Federal guidance for this factor recommends that agencies should assess the frequency with which they have contact with LEP individuals from different language groups. The more frequent the contact with a particular LEP language group, the more likely enhanced services will be needed. Marion Senior Services, Inc. d/b/a Marion Transit has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish.

c. **Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People’s Lives**

Public transportation and regional transportation planning is vital to many people’s lives. According to the Department of Transportation’s *Policy Guidance Concerning Recipient’s*

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Responsibilities to LEP Persons, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

An on-board passenger survey was conducted in September of 2015 to collect data on usage of and access to the Marion Senior Services. According to the survey, the most common age among all the participants in the survey was 65 or older. This supports the fact that Marion Senior Services can be considered a senior transit service as most of its patrons are over the age of 65.

d. Factor 4: The Resources Available to the Recipient and Costs

Marion Senior Services provides all services materials in Spanish as this population is the most prevalent in Marion County who don't speak English very well.

III. Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

a. Element 1: Identifying LEP Individuals Who Need Language Assistance

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

Marion Senior Services has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 85.12% of the service area households speak English only. The largest non-English spoken language in the service area is Spanish. Of those households whose primary spoken language is Spanish, approximately 18.84% identify themselves as "Limited English Speaking".

b. Element 2: Language Assistance Measures

Federal Guidance suggests that an effective LAP should include information about the ways in which language assistance will be provided. This refers to listing the different language services an agency provides and how staff can access this information.

For this task Federal Guidance recommends that transit agencies consider developing strategies that train staff as to how to effectively deal with LEP individuals when they either call agency centers or otherwise interact with the agency.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

When an interpreter is needed, in person or on the telephone, first it should be determined what language is required. Marion Senior Services' staff has Spanish speaking employees available to assist with Spanish persons who don't speak English very well. Any other languages would require an interpreter. Marion Senior Services would contact the Ocala Police Department for their assistance first, then the University of Florida if further assistance was necessary. There are no translation services in Ocala, FL.

As for document translation, Marion Senior Services employs staff who have the capability to translate simple documents into Spanish.

c. Element 3: Training Staff

Federal guidance states staff members of an agency should know their obligations to provide meaningful access to information and services for LEP persons and that all employees in public contact positions should be properly trained.

Suggestions for implementing Element 3 of the Language Assistance Plan, involve: (1) identifying agency staff likely to come into contact with LEP individuals; (2) identifying existing staff training opportunities; (3) providing regular re-training for staff dealing with LEP individual needs; and (4) designing and implementing LEP training for agency staff.

In the case of Marion Senior Services, the most important staff training is for Customer Service Representatives and transit drivers. Several representatives are bilingual in English and Spanish. The following training will be provided to Customer Service Representative:

1. Information on Title VI Procedures and LEP responsibilities
2. What language assistance is available
3. Documentation of language assistance requests
4. How to handle a potential Title VI/LEP complaint

d. Element 4: Providing Notice to LEP Persons

Marion Senior Services will make Title VI information available in English and Spanish on the Agency's website. Key documents are written in English and Spanish. Notices are also posted in Marion Senior Services' resource office and on buses. Additionally, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

e. Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

- Determine whether Marion Senior Services' financial resources are sufficient to fund language assistance resources needed

Marion Senior Services understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. Marion Senior Services is open to suggestions from all sources, including customers, Marion Senior Services' staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

IV. Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

Marion Senior Services, Inc. d/b/a Marion Transit's service area does have LEP populations which qualify for the Safe Harbor Provision.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. Marion Senior Services, Inc. d/b/a Marion Transit may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

Appendix H

Operating Area Language Data:

**Marion Senior Services, Inc. d/b/a Marion
Transit's Service Area**

Marion County, Florida

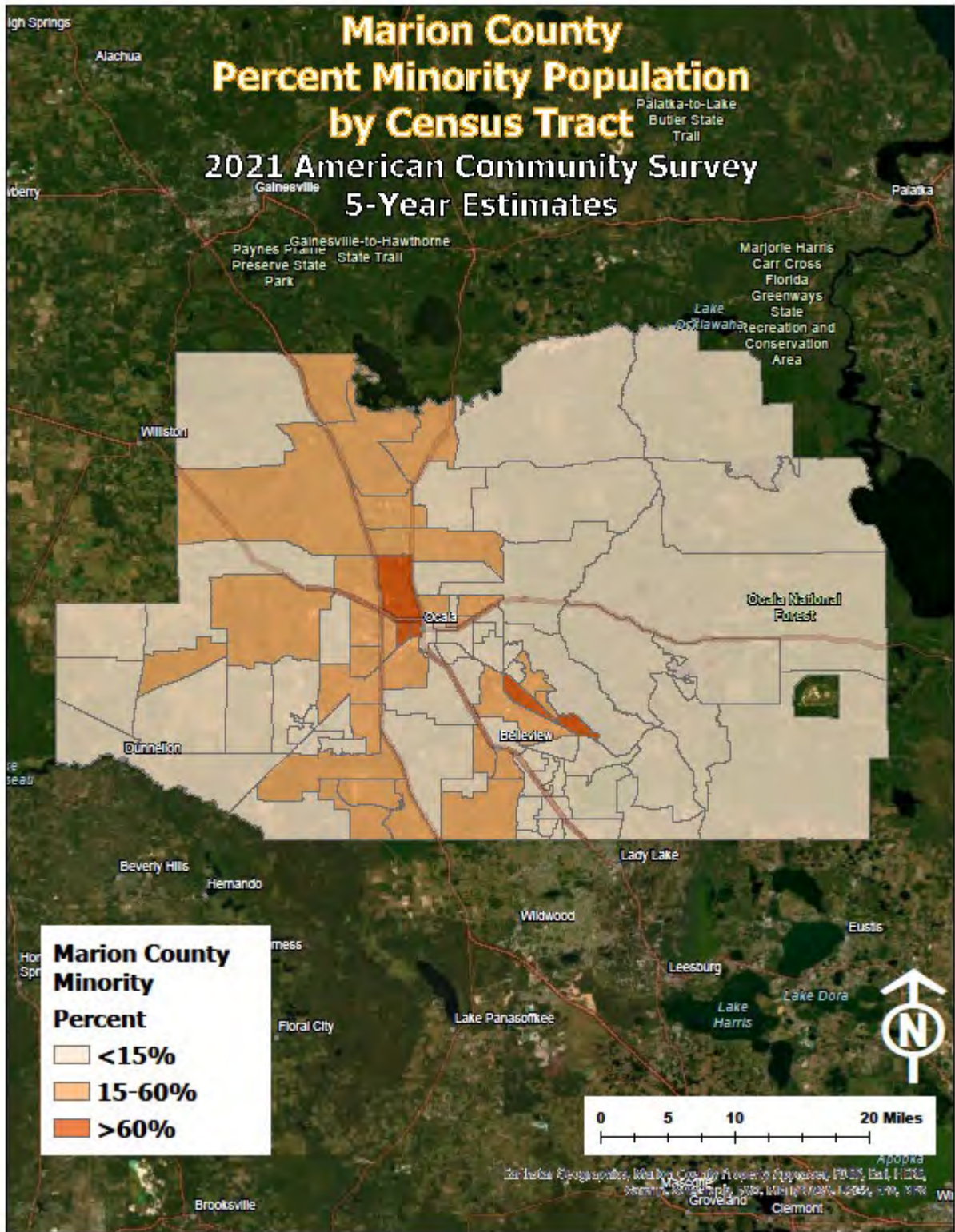
US Census 2022 ACS 5-Year Estimates

Label	Estimate	Margin of Error	Percent of Population
Total:	154,996	±1,348	100.00%
English only	131,935	±1,566	85.12%
Spanish:	17,180	±810	11.08%
Limited English speaking household	3,237	±628	2.09%
Not a limited English speaking household	13,943	±961	9.00%
French, Haitian, or Cajun:	1,123	±275	0.72%
Limited English speaking household	48	±61	0.03%
Not a limited English speaking household	1,075	±264	0.69%
German or other West Germanic languages:	1,240	±340	0.80%
Limited English speaking household	9	±14	0.01%
Not a limited English speaking household	1,231	±340	0.79%
Russian, Polish, or other Slavic languages:	251	±137	0.16%
Limited English speaking household	21	±27	0.01%
Not a limited English speaking household	230	±128	0.15%
Other Indo-European languages:	1,276	±311	0.82%
Limited English speaking household	165	±107	0.11%
Not a limited English speaking household	1,111	±284	0.72%
Korean:	151	±93	0.10%
Limited English speaking household	72	±67	0.05%
Not a limited English speaking household	79	±76	0.05%

Chinese (incl. Mandarin, Cantonese):	239	±132	0.15%
Limited English speaking household	25	±36	0.02%
Not a limited English speaking household	214	±126	0.14%
Vietnamese:	234	±91	0.15%
Limited English speaking household	20	±35	0.01%
Not a limited English speaking household	214	±88	0.14%
Tagalog (incl. Filipino):	398	±168	0.26%
Limited English speaking household	42	±66	0.03%
Not a limited English speaking household	356	±153	0.23%
Other Asian and Pacific Island languages:	503	±154	0.32%
Limited English speaking household	75	±76	0.05%
Not a limited English speaking household	428	±130	0.28%
Arabic:	163	±104	0.11%
Limited English speaking household	23	±30	0.01%
Not a limited English speaking household	140	±105	0.09%
Other and unspecified languages:	303	±149	0.20%
Limited English speaking household	51	±60	0.03%
Not a limited English speaking household	252	±129	0.16%

Appendix I

Demographic Maps



MARIONTRANSIT

American with Disabilities Act Transportation-Related ADA Policies and Procedures

Marion Transit is committed to complying with all applicable provisions of the Americans with Disabilities Act, as amended (ADA), and applicable state and local laws and maintains liability coverage for required services to individuals with disabilities. It is Marion Transit's policy not to discriminate against any participant or employee regarding any terms or conditions of their participation with programs at Marion Senior Services, Inc. and access to services provided within, including transportation, on the basis of such individual's disability.

Consistent with this policy of non-discrimination, Marion Transit, will provide reasonable accommodations to an individual with a disability, as defined in the ADA or applicable law, who has made Marion Transit aware of his or her disability at intake, unless doing so would cause an undue hardship to the agency.

The agency also wishes to participate in a timely, good faith, interactive process with a disabled participant to determine effective reasonable accommodations, if any, which can be made in response to a request for accommodations. Requests should be made to the Transportation Director. By working together in good faith, the Agency hopes to implement any reasonable accommodations that are appropriate and consistent with its legal obligations.

Any participant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Transportation Director or Human Services Director. All such inquiries or complaints will be treated as confidential to the greatest extent possible and will only be disclosed on a need-to-know basis.

Terms Used in This Policy

As used in this ADA policy, the following terms have the indicated meaning:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Substantially limiting:** In accordance with the ADA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADA regulations.

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- Reasonable accommodation: Includes any changes or adjustments to the human services transportation program and may include making existing transportation services readily accessible to and usable by individuals with disabilities.
- Undue hardship: An action requiring significant difficulty or expense by Marion Transit in determining whether an accommodation would impose an undue hardship on Marion Transit factors to be considered include:
 - The nature and cost of the accommodation.
 - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons affected, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
 - The type of operations of the agency, including its composition, structure and functions.

Right to Use Marion Transit Transportation Services

Transportation services will not be denied to any participant with a disability, if the individual is capable of using the service and abides by Marion Transit rider rules (see below).

Marion Transit further does not require an individual with a disability to use designated priority seats, if the individual does not choose to use these seats.

Marion Transit does not require that an individual with a disability be accompanied by an attendant.

Rules for Rider Conduct

Marion Transit may refuse service to any individual who engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others.

The definition of “direct threat” is intended to be interpreted consistently with the parallel definition in the Department of Justice regulations. That is, CFR, Title 49, Part 37 does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk, the probability that the potential injury will actually occur, and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

Marion Transit strictly prohibits the use of alcohol and/or drugs, and/or the possession of a firearm/weapon by any participant while on board a vehicle. The use of drugs and/or alcohol or the possession of a firearm/weapon will result in immediate discharge.

Marion Transit Drivers will make reasonable attempts resolve issues with riders. If service is denied, the Driver will document the incident or incidents leading to the service denial on the incident Report (see Exhibit A Incident Report), substantiating how such an incident rises to the level of seriously disruptive behavior or a direct threat.

Marion Transit “Rider Disciplinary Policy” covers this in more depth and should be referred to.

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Boarding and Securement: Policies and Procedures for Wheelchair-Bound Participants

It is the policy of Marion Transit to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. Marion Transit transit program provides quality transportation services without discrimination to all persons, including individuals with disabilities. Service is provided in a manner that meets the following goals:

1. Provide safe, accessible and dignified services to all persons.
2. Expedite the safe and efficient boarding, securing, transporting and alighting of all passengers, regardless of mobility status.
3. Accommodate the wide range of mobility aids within the confines of available vehicles and standard equipment.
4. Minimize potential damage to mobility aids and transit system equipment in the process.

Marion Transit's transit program has the capacity to carry a wheelchair and occupant. A wheelchair is defined as a mobility aid belonging to any class of three or four-wheeled devices used by individuals with mobility impairments, whether operated manually or powered. A "common wheelchair" does not exceed 30 inches in width and 48 inches in length measured two inches above the ground and does not weigh more than 800 or 1000 pounds when occupied based on the capacity of the bus lift.

Marion Transit does not allow Segway personal transportation devices onto transportation vehicles, nor does the agency allow such devices in its offices.

Boarding: Drivers and scheduling practices will provide adequate time for a passenger with a disability to board and/or disembark the vehicle. It is the responsibility of the driver to determine the safest location for passenger boarding based on conditions and individual needs upon arrival at the pick-up site. The passenger will maneuver the mobility aid to the vehicle. Only a properly trained transit employee can operate the lift, secure the wheelchair on the lift and in the securement station.

A person with a disability who is not using a wheelchair or other seated mobility aid may use the lift to board or alight the vehicle upon request.

Drivers will make themselves available for assistance to persons with disabilities and will assist upon request of the passenger. Drivers will leave their seat to assist a passenger with using the vehicle ramp, lift and/or securement systems. Drivers will use the accessibility-related equipment and features on their vehicles.

Securement: Securement of the "common wheelchair" class of mobility device is the responsibility of the driver and drivers will be trained in the proper operation of all securement equipment based on manufacturer specifications. Marion Transit utilizes universal tie-downs to secure mobility devices.

Marion Transit shall respond to requests for reasonable modification to policies and practices consistent with its transportation program, unless the request would fundamentally alter the nature of Marion Transit's services, programs or activities. All requests for modification are to

MARIONTRANSIT

be in writing (any format) with the name of the individual requesting modification and other relevant contact information and shall be delivered to the Transportation Director. Forms are also available on the www.mariontransit.org website.

ADA Complaint Procedures

Marion Transit's Transportation Director and leadership staff are responsible for ADA grievances. The ADA Coordinator is the Transportation Director as the ADA Coordinator's alternate is the Human Resources Director to address the agency's compliance with ADA regulations as it relates to the transportation program and ADA transportation related concerns and grievances.

No later than 60 days from the date of the alleged discrimination of a qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of or be subjected to discrimination in programs, services or activities sponsored by Marion Senior Services, Inc.

Transportation related ADA concerns, grievances or complaints are required to be submitted to Transportation Director at 1101 SW 20th Court, Ocala, Florida 34471 on the agency's Complaint Form (see Exhibit B for complete instructions on the process). This form is also available on the agency website www.mariontransit.org

Note: Clients may appeal any action by Marion Transit with regards to paratransit service within 10 days by submitting a written appeal to: Executive Director, Marion Senior Services, Inc., 1101 S.W. 20th Court, Ocala, Florida 34471. The rider will be notified after a complete investigation within 5 working days after the written appeal request.

Equipment for Accessible Service

Marion Transit shall ensure that vehicle operators and other personnel are thoroughly trained on the operation and make use of accessibility-related equipment or features required by Part 38 of this title and shall maintain in operative condition those features of facilities and vehicles that are required to make the vehicles and facilities readily accessible to and usable by individuals with disabilities. These features include lifts and other means of access to vehicles, securement devices, signage and systems to facilitate communications with persons with impaired vision or hearing.

Marion Transit shall establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative (this is part of the Daily Pre/Post Trip Inspection conducted on every vehicle). Drivers are required to immediately report to the Transit Manager any failure of a lift or other accessibility feature. Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, Marion Transit shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

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Vehicle accessibility features include:

- Lifts and ramps
- Mobility aid securement areas and systems
- Lighting
- Seatbelts and/or shoulder harnesses (required to be used by all passengers)
- Signage

Facility features include:

- Signage
- Accessible paths to and within facilities
- Ramps

Wheelchairs and Other Mobility Devices

Marion Transit's transit program has the capacity to carry a wheelchair and occupant. Marion Transit does not allow Segway personal transportation devices onto transportation vehicles, nor does the agency allow such devices in its Centers.

Service Animals

Marion Transit allows passengers to bring a service animal. When booking a trip, riders should advise reservations they will have a service animal riding with them.

Effective Communications

Marion Transit will make every accommodation to communicate with persons who have disabilities affecting hearing, speaking, reading, writing or comprehension, as long as the accommodation does not place an undue burden upon the organization.

ADA Training for Employees

Marion Transit has designed a training program that provides complete information on accessibility-related equipment and accommodations required by the ADA training is thoroughly define in the agency's Transportation Operating Policies and Procedures (Exhibit C). Employees further acknowledge that they have received and read the agency's transportation-related ADA Policy as documented with Exhibit D and is include in driver training files.

ADA training ensures that employees understand the importance of keeping equipment and accommodations in good working order and that employee provide excellent customer service to people with disabilities. The training program:

- Covers all aspects of service delivery;
- Includes regular updates as necessary on new technologies and refresher in-service training on serving people with disabilities;
- Addresses both technical tasks (operating all accessibility equipment and features) and human relations (providing assistance to individuals with disabilities in boarding, alighting and securement, sensitivity & etiquette in serving persons with disabilities, communicating with individuals with different types of disabilities); and,
- Vehicle mechanics (maintaining all accessibility equipment and keeping maintenance and repair records).

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Marion Transit's Transportation Director, reporting to the Marion Senior Services, Inc. Executive Director, is responsible for the oversight of the transportation program, including its policies and procedures, and supervising employees to ensure they provide proper and consistent levels of service to individuals with disabilities.

Description of Services and Scheduling Rides

Transportation services are offered Monday – Friday from 5:00 a.m. to *7:00 p.m. transportation service requests are to be made up to 2 weeks but not less than prior day in advance of your appointment time. Transportation requests must be made by calling Reservations at 352-620-3072 Monday through Friday 8:00 a.m. to 5:00 p.m.

(*ADA & Dialysis riders may make special request with Reservations)

Reasonable Modifications Requests

Marion Transit shall respond to requests for reasonable modification to policies and practices consistent with its transportation program, unless the request would fundamentally alter the nature of Marion Transit's services, programs or activities. All requests for modification are to be in writing (any format) with the name of the individual requesting modification and other relevant contact information and shall be delivered to the Transportation Director. Forms are also available on the agency website www.mariontransit.org

Use of Cell Phones

Each Driver has read and signed acknowledging the use of cell phone policy which forbids use of cell phones while driving.

Ridership by Unaccompanied Minors

Marion Transit provides transportation to unaccompanied minors as long as the minor is accompanied by an adult. Unaccompanied minors (ages 15 and above) are provided transportation services to/from school activities and/or doctor's appointments with prior approval/permission granted by the minor's parent/guardian.

Travel Attendants

Marion Transit allows for participants to be accompanied by travel attendants in the event that it is necessary, and the vehicle is not to capacity. Prior knowledge of ridership by a participant traveling with an attendant is necessary to make sure the vehicle is not to capacity.

Food and/or Beverage Consumption

There is no consumption of food and/or beverages permitted on Marion Transit vehicles.

Bicycles and Strollers

Marion Transit makes all reasonable accommodations for bicycles and strollers as appropriate.

Oxygen and Other Health Aids

Marion Transit does not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply, as long as the health aid is classified as a portable oxygen concentrator as defined in 49 CFR, 177.870(e).

END

GRIEVANCE PROCEDURES

COMPLAINT & COMPLIMENTS PROCEDURE

1.0 Purpose

1.1 This document spells out the proper procedure for handling Complaints or Compliments for Marion Transit. Because we provide a community service, the agency is subject to receiving complaints and/or compliments regarding our service, employees or both.

Marion Transit strives to provide excellent service to our clients/customers.

Customers have the right to:

- File complaints without fear of retaliation;
- Prompt investigations and effective resolutions; and
- Current and complete program information.

Customers are responsible for:

- Filing complaints in a timely manner (state local time frame), and
- Providing CTC with pertinent information.

Determination of complaint:

- Title VI: Discrimination based on race, color, religion, sex, or national origin.
- ADA: Discrimination of qualified disabled individual, solely by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in programs, services or activities sponsored by a public entity.

Time Frame for complaints:

- Title VI: No later than 180 days from the date of the alleged discrimination.
- ADA: No later than 60 days from the date of the alleged discrimination.
- Record retention of complaints filed is 5 years.

Note: Title VI / ADA Complaint form is available on Marion Transit webpage.

2.0 Roles Responsibilities

2.1 Supervisors/Managers – responsible for ensuring that complaints are fully investigated in a timely manner. Proposed actions for improvement are documented and if warranted disciplinary action is taken. Compliments are also documented and discussed with the employee.

2.2 Drivers/Employees – responsible for providing a service to our customers that meet or exceed expectations. Notify their respective supervisor as soon as practical of any potential

Page 2 **COMPLAINT & COMPLIMENTS PROCEDURE CONTINUED**

situation(s) that may cause someone to initiate a complaint against the agency and/or employee.

3.0 Procedures

Any Marion Transit employee can receive a compliment or complaint from a citizen. When a compliment or complaint is being made the employee receiving the information is required to document with as much information including; who, what, when, where, how, and why. Forms are available to document both types of incidents and may be accessed by contacting the Transit Office Assistant.

Once the incident is documented, it should be forwarded to the respective supervisor/manager for further investigation. The supervisor/manager will make the Transportation Director aware of the complaint or compliment and forward the report(s) once the investigation is completed.

In the case of a complaint, the supervisor/manager will propose actions to remedy the situation. Both the supervisor/manager and Transportation Director will determine outcomes.

Once a complaint or compliment is completed, copies of the report will be placed in the respective Marion Transit employee folder and/or Master Index Folder. The person making the complaint should be notified of the outcome if warranted.

Complaints that may warrant severe disciplinary action will be brought to the attention of the Executive Director and Human Resources.

All complaints and/or compliments should be kept in a common index file for easy access by Month/Year.

Note: Copies of forms are attached.

+++ END +++

Marion Senior Services, Inc. d/b/a Marion Transit

Title VI Complaint Form

TITLE VI COMPLAINT FORM

Consistent with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 (ADA), the Agency has designated an individual as the Title VI/ADA Coordinator. The coordinator is responsible for accepting complaints of discrimination on the basis of race, color, national origin, sex, age, disability, religion and family status in the provision of services, activities, programs, or benefits provided by the Agency.

A complaint shall be submitted in writing within the following time frames:

- **Title VI: No later than 180 days from the date** of the alleged discrimination based on race, color, religion, sex or national origin.
- **ADA: No later than 60 days from the date** of the alleged discrimination of a qualified disabled individual shall, solely by reason of such disability, be excluded from the participation in, be denied the benefits of or be subjected to discrimination in programs, services or activities sponsored by Marion Senior Services, Inc.

Complaints shall include the name, address, and phone number of the complainant, along with the location, date and description of the problem. Complaints shall be processed in accordance with the applicable law.

Note: Marion Senior Services, Inc. does not discriminate based on race, color, national origin, sex, age, disability, religion or family status in any program or service. Persons with questions about nondiscrimination or those needing special accommodations under the ADA or language services should contact the **Transportation Director (352) 620-3071**.

To file a complaint, complete the form below and mail to Marion Senior Services, Inc. d/b/a Marion Transit at 1101 SW 20th Court, Ocala, FL 34471.

Please submit this form in person at the address below, or mail this form to:

**Marion Senior Services, Inc. d/b/a Marion Transit
ATTN: Transportation Director
1101 SW 20th Court
Ocala, FL 34471**

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Submit a Civil Rights/ADA Complaint:

Section I

Name: _____

Address: _____

Telephone (Home): _____ Work: _____

Electronic Mail Address: _____

Accessible Format Requirements (Circle):

Large Print Audio Tape TDD Other

Section II

Are you filling this complaint on your own behalf? Yes* No

*If you answered "yes" to this question, go to Section III

If not, please supply the name and relationship of the person for whom you are complaining for:

Name _____ Relationship _____

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party. Yes No

Section III

I believe the discrimination I experienced was based on (check all that applies):

Race Color National Origin Gender Religion Disability Age
 Family Status

Date of Alleged Discrimination (Month, Day, Year)

Explain as clearly as possible what happened and why you believe you discriminated against. Describe all persons who were involved. Include the name and contact information of the person (s) who discriminated against you (if known) as well as names and contact information of any witnesses. Please include any other information that would assist us in our investigation of the allegations. Please also provide any other documentation that is relevant to this complaint.

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Section IV

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

Yes No

If yes, check all that apply:

- Federal Agency State Agency
 Federal Court Local Agency
 State Court

Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Section V

Name of the agency complaint is against:

Contact Person: _____

Title: _____

Telephone Number: _____

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below.

Signature _____ **Date** _____

Marion Senior Services, Inc. d/b/a Marion Transit

Title VI Complaint Form

TÍTULO VI FORMULARIO DE QUEJA

De acuerdo con el Título VI de la Ley de Derechos Civiles de 1964 y la Ley de Estadounidenses con Discapacidades de 1990 (ADA), el Condado designó a un individuo como Coordinador del Título VI / ADA del Condado. El Coordinador es responsable de aceptar quejas de discriminación por motivos de raza, color, origen nacional, sexo, edad, discapacidad, religión y estado familiar en la prestación de servicios, actividades, programas o beneficios provistos por el Condado. Las quejas se presentarán por escrito dentro de los siguientes plazos:

Título VI: a más tardar 180 días a partir de la fecha de la supuesta discriminación

ADA: a más tardar 60 días a partir de la fecha de la supuesta discriminación

Las quejas incluirán el nombre, la dirección y el número de teléfono del demandante, junto con la ubicación, la fecha y la descripción del problema. Las quejas se procesarán de acuerdo con la ley aplicable.

El Condado de Marion no discrimina por raza, color, origen nacional, sexo, edad, discapacidad, religión o estado familiar en ningún programa o servicio. Las personas con preguntas sobre la no discriminación o aquellos que necesitan alojamiento especial bajo la ADA o los servicios de idiomas deben comunicarse con **Director de Transporte al (352) 620-3071**.

Para presentar una queja, complete el siguiente formulario y envíe por correo a Marion Senior Services, Inc. d/b/a Marion Transit al 1101 SW 20th Court, FL 34471.

Envíe este formulario en persona a la siguiente dirección, o envíe este formulario por correo a:

**Marion Senior Services, Inc. d/b/a Marion Transit
ATTN: Transportation Director
1101 SW 20th Court
Ocala, FL 34471**

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

Presentar una queja de Derechos Civiles / ADA:

Sección I

Nombre: _____

Dirección: _____

Teléfono (casa): _____ Trabajo: _____

Dirección de correo electrónico: _____

Requisitos de formato accesible (círculo):

Letra grande

Cinta de audio

TDD

Otro

Sección II

¿Está llenando esta queja en su propio nombre? Sí No

* Si respondió "sí" a esta pregunta, vaya a la Sección III

De lo contrario, proporcione el nombre de la relación de la persona por la que se queja:

Nombre _____ Relación _____

Explique por qué ha solicitado un tercero:

Confirme que ha obtenido el permiso de la parte perjudicada si está presentando una demanda en nombre de un tercero.

Sí No

Sección III

Creo que la discriminación que experimenté se basó en (marque todo lo que corresponda):

Raza Color Origen Nacional Género
 Edad Religión Discapacidad Estado
familiar

Fecha de presunta discriminación (Mes, Día, Año) _____

Explique lo más claramente posible qué sucedió y por qué cree fue discriminado. Describe a todas las personas que estuvieron involucradas. Incluya la información del nombre y del contacto de la persona (s) que lo discriminó (si lo sabe), así como los nombres y la información

Marion Senior Services, Inc. d/b/a Marion Transit, Title VI Program

de contacto de cualquier testigo. Incluya cualquier otra información que nos ayude en nuestra investigación de las alegaciones. También proporcione cualquier otra documentación que sea relevante para esta queja.

Sección IV

¿Ha presentado esta queja ante cualquier otra agencia federal, estatal o local, o ante cualquier tribunal federal o estatal?

Si No

En caso afirmativo, marque todo lo que corresponda:

Agencia Federal Agencia del Estado
 Corte Federal Agencia Local
 Tribunal Estatal

Proporcione información sobre una persona de contacto en la agencia / tribunal donde se present la queja.

Nombre: _____

Título: _____

Agencia: _____

Dirección: _____

Teléfono: _____

Sección V

El nombre de la queja de la agencia está en contra:

Persona de contacto: _____

Número de Teléfono: _____

Puede adjuntar cualquier material escrito u otra información que considere relevante para su reclamo.

Firma _____ Fecha _____



ROUTING #

Compliment Report

MARION TRANSIT

Date:

Bus # & Driver:

Written By:

Compliment made by:

Address / Phone:

Compliment Details:

Supervisor Comments:

Supervisor Name & Signature: _____

Director Comments:

Director Signature & Date: _____



ROUTING #

Complaint Report

MARION TRANSIT

Date:

Bus # & Driver:

Written By:

Complaint made by:

Address / Phone:

Complaint Details:

Supervisor Comments:

Supervisor Name & Signature: _____

Director Comments:

Director Signature & Date: _____



ROUTING #
23-05-42

Complaint Report

MARION TRANSIT

Date: 05/25/2023

Bus # & Driver: Bus #2105 Wanda Hagwell

Written By: Joyce Bryant - Receptionist

Complaint made by: Eddie Esch

Address / Phone: 352-648-6424

Complaint Details: Bus #2105 ran a redlight going northbound at the intersection of 464A & 441.

Supervisor Comments: Video Reviewed, Bus #2105 did run the red light. The bus would have had to hard brake to stop based on the video (where the bus was) and when the light changed. Discussed with Wanda Hagwell, she will try to watch ahead and make a better decision as to when she starts braking for the light.

Supervisor Name & Signature: *Ferman Kelly*
Director Comments: DRIVER WILL BE RETRAINED BY WAY OF TRICO COURSES.

Director Signature & Date: *Clayton M... 5/30/2023*



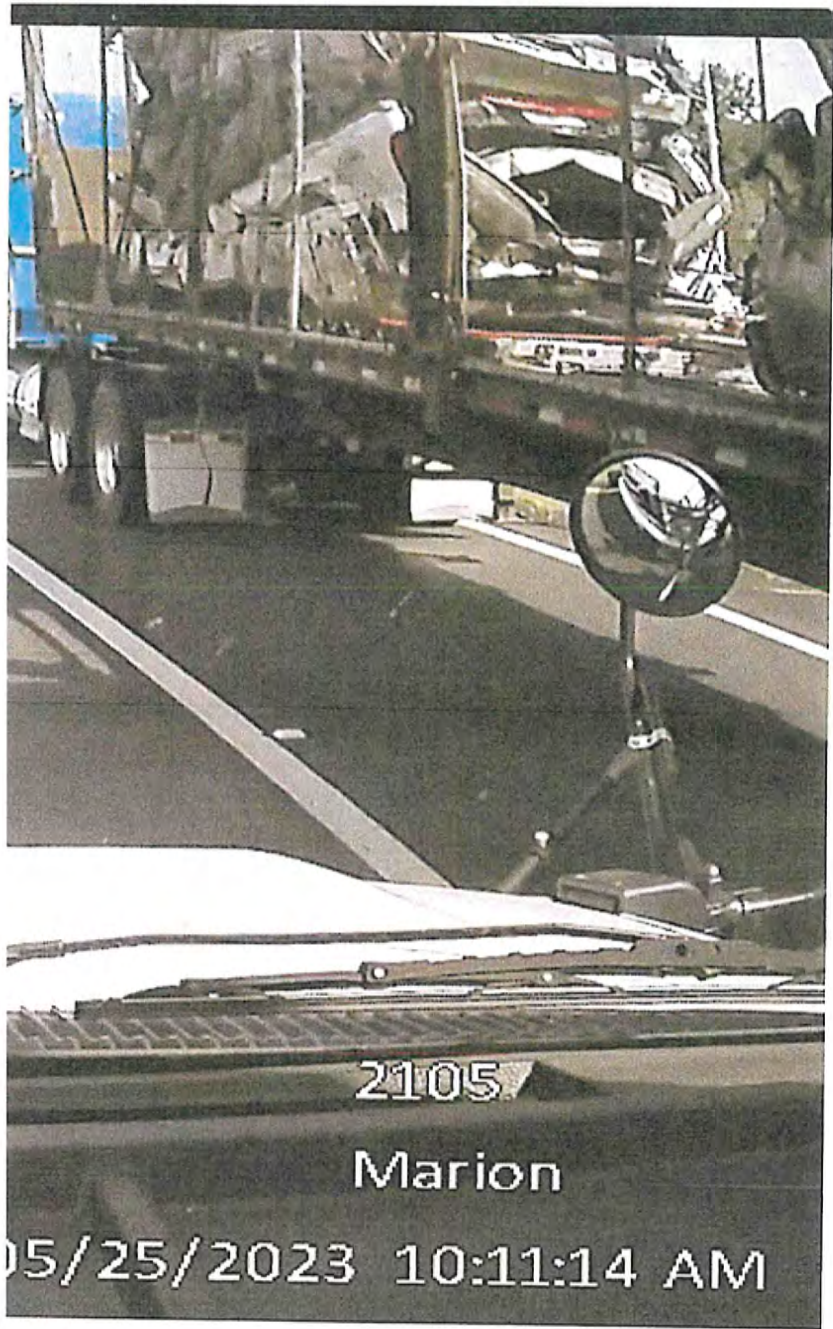
2105

Maric

05/25/2023 10:1

N 82.6.91599W





2105

Marion

05/25/2023 10:11:14 AM



Excellence Award

Presented to

Wanda Hagwell

For the successful completion of

2020 TAPTCO Paratransit ODC 22 Conflict & Aggression Management

with a score of 83.33%

08/02/2023

Issued Date

Never

Expiration Date



Excellence Award

Presented to

Wanda Hagwell

For the successful completion of

2020 TAPTCO Paratransit ODC 08 Preventing Intersection Accidents

with a score of 80%

05/10/2023

Issued Date

Never

Expiration Date



ROUTING #
23-04-01

Complaint Report

MARION TRANSIT

Date: 4.21.23

Bus # & Driver: #1903

Written By: Brenda

Complaint made by: (Client Marion Heverette) Address / Phone:

Gloria Heverette 2640 SE 11th Pl Ocala, FL 34480 352.817.7338

Complaint Details:

On 4/19, the driver took Mrs Heverette home and when they got there, another client jumped off the bus and smoked a cigarette in her yard. She is very

uncomfortable with that because that gentleman goes to Quad Co methadone
Supervisor Comments: clinic and was "high as a kite". Jorge spoke with
Mr. SPADA: concerning Exiting Bus smoking & EATING.

Supervisor Name & Signature: *Jorge Spada*

Director Comments: I SPOKE WITH MR. SPADA. HE AGREED TO NOT GET OFF THE BUS UNTIL HE SCHEDULED STOP.

Director Signature & Date: *Clayton M. ...* 4/24/2023



Customer Information - Spada, James P

Printed on 4/21/2023 4:52:30PM

Last Modified: 4/21/2023 8:40:24AM

Print Date: 4/21/2023

Name: Spada, James P

Address: 12019 Se 175th Loop
Summerfield, FL 34491

Phone: (203) 213-7700

Email Address:

Associated Service: General

Social Security: 047-54-0640

Internal ID: 7198

Birthday: 5/1/1972

Language: English

Race: Caucasian

Mobility: Ambulatory

Attendant Required: 0

Currently Active: YES

Comments: NO MDCD verified 7/14/20***TD Address***In Tracker***

Rcd' Photo ID 12/12/2019***

Rcd' Client Aff 12/12/2019***Resent Client And Med Affvds On 3/20/23

F/W Denied 1/23/20***

Screened For Covid-19***OK****3/13/20***no travels or visitors***knows of risk***

(413) 923-0516



ROUTING #
23-03-32

Complaint Report

MARION TRANSIT

Date: 3-16-23

Bus # & Driver: 1802 - TIME 12:54P

Written By: Yvonne

Complaint made by: motorist
SHARON HUNT

Address / Phone: 352-231-5680

Complaint Details:

MS. HUNT CALLED BECAUSE BUS # 1802 JUST CUT HER OFF SHE WAS ABOUT TO TURN he was in the middle lane & she says he CUT her off when she was about to pass

Supervisor Comments: VIDEO Reviewed. Unfounded.

Supervisor Name & Signature: *Ferman Schulz*
Director Comments:

Director Signature & Date: *Clayton Munn* 4/13/2023

REVIEW COMPLAINT WITH DRIVER ANYWAY TO ENSURE THEY ARE FOLLOWING DEFENSIVE DRIVING METHODS.

WEEKLY DRIVING VIDEO REVIEW

Date of service: 3/16/2023

Time of service: _____

Bus#: 1802

Driver: TREVOR S

Reason: Random or Complaint (circle one)

DRIVING	N/A	YES	NO	TIME	COMMENTS
Seat belt usage?		✓			
Rail Road Crossing stops?	✓				
Obedied speed limits?		✓			
Turn signals used?		✓			
Safe lane changes?		✓			
Made complete stops?		✓			
Smooth stops?		✓			
Smooth accelerations?		✓			
Smooth turns?		✓			
Avoids distractions?		✓			
Cell phone usage within policy?		✓			
Wearing Safety Vest?		✓			
Did not make a U-Turn		✓			

ADDITIONAL COMMENTS:

(Include any corrective action taken.)

ROUTING #
23-02-12

Complaint Report

MARION TRANSIT

Date: 2-23-2023

Bus # & Driver: 2005[?] JEFFREY Hinkle

Written By: Yvonne

Complaint made by: MOTORIST - DIANE Address / Phone: (H) 352-237-8305

MS. DIANE WANTED TO GIVE A COMPLAINT BECAUSE BUS 2005 AT

Complaint Details:
11:45 AM - BETWEEN 103RD ST RD - DRIVER RAN A STOP SIGN NEAR MARCO PLO ALMOST HIT HER CAR. HER STATEMENT IS THAT IF SHE NEEDS TO BE MORE CAREFUL SHE HAD TO SWERVE AROUND BUS OR IT WOULD HAVE BEEN A BAD ACCIDENT.

Supervisor Comments: VIDEO REVIEWED. BUS 2005 MADE A COMPLETE STOP AT THE STOP SIGN. JEFF PROCEEDED INTO HIS LEFT TURN, AND DID NOT SEE THE CAR IN HIS BLIND SPOT. HE DID STOP ALLOWING THE DRIVER TO PROCEED. WILL REVIEW & DISCUSS WITH JEFF H. DISCUSSED 2/24/2023/HGS

Supervisor Name & Signature: Herman Schulz

Director Comments:

Director Signature & Date: Clayton Munch 2/27/2023

JEFF WILL BE REQUIRED TO COMPLETE A TAPCO REFRESHER COURSE PREVENTING INTERSECTION ACCIDENTS

Bus 2005
Complete stop →





MOTORIST (Diane - caller) was in the Bus Blind spot.

Will Discuss with Jeff H.



Excellence Award

Presented to

Jeff Hickle

For the successful completion of

2020 TAPTCO Paratransit ODC 08 Preventing Intersection Accidents

with a score of 90%

05/08/2023

Issued Date

Never

Expiration Date

GRIEVANCE PROCEDURES

OCALA MARION TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Article 1: Preamble

The following will set forth the grievance procedures which shall serve to guide the Ocala Marion TPO Transportation Disadvantaged Local Coordinating Board (TDLCB). The Community Transportation Coordinator (CTC) will receive and attempt to satisfy any concerns by any person(s). If for any reason the complainant is not satisfied with the resolution determined by the CTC then the procedures herein will assist in acquiring a satisfactory resolution. This will provide procedures and policies for fulfilling the requirements of chapter 427, Florida Statutes, Rule 41-2 of the Florida Administrative Code (FAC), and subsequent laws setting forth requirements for the establishment of grievance procedures.

Article II: Name and Purpose

Name: The Grievance Committee is a Subcommittee of the Transportation Disadvantaged Local Coordinating Board, but will hereinafter be referred to as the Grievance Subcommittee.

Purpose: The primary purpose of the Grievance Subcommittee is to process, investigate and make recommendations to any and all unresolved grievances and/or complaints. To provide a formal grievance process by the TDLCB to address concerns by any person or agency including but not limited to, users, potential users, agencies, and other interested parties. The Grievance Subcommittee will provide a mechanism for issues to be brought before the committee which shall meet as often as necessary to address unresolved complaints in a timely manner.

Article III: Definitions

1. Community Transportation Coordinator (CTC): An entity and or person appointed to ensure that coordinated transportation services are provided to the transportation disadvantaged population in a designated service area.
2. A Grievance is defined as any ongoing service problem that interferes with accessing a major life activity, such as work, healthcare, employment, education, shopping, social activities, or other life sustaining activities.
3. Service Complaint: Any routine incidents and/or dissatisfaction that occur, are reported to the driver, dispatcher, or other individuals involved with the daily operations, and are

resolved within the course of a reasonable time period suitable to the complainant.
Service complaints may include but are not limited to:

- a. Late trips (late pickup, late drop off, and/or late returns)
 - b. No-show by Transportation Operator
 - c. No-show by client
 - d. Client Behavior
 - e. Driver Behavior
 - f. Passenger discomfort
 - g. Refusal of service to client for any reason
4. Formal Grievances: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the Transportation Operator, Community Transportation Coordinator, agencies, or Local Coordinating Board. Formal Grievances may include, but are not limited to:
- a. Chronic or unresolved service complaints
 - b. Violation of specific laws governing the provision of Transportation Disadvantaged Services (i.e., Chapter 427 of Florida Statutes, Chapter 41-2 of Florida Administrative Code and accompanying documents, Sunshine Law and/or ADA violations)
 - c. Contract disputes (Agencies/Operators)
 - d. Bidding disputes
 - e. Agency compliance
 - f. Conflicts of interest
 - g. Supplanting of funds
 - h. Billing and/or accounting procedure violation
 - i. Denials of applications for paratransit services

Article IV: Membership

1. Members of the Grievance Subcommittee shall serve on a voluntary basis and shall consist of at least five (5) voting members.
2. Each member of the Grievance Subcommittee shall serve at the discretion of the TDLCB.
3. The CTC shall not serve on the Grievance Subcommittee.
4. Grievance Subcommittee members will meet if a grievance is brought before the committee.

5. When a meeting of the Grievance Subcommittee is necessary, staff to the TPO shall schedule the meeting. Meetings shall be held at the time and place as the Grievance Subcommittee may determine.
6. The Members shall serve a term of one year, with allowances for multiple terms.
7. The Grievance Subcommittee shall elect a Chairperson and Vice-Chairperson.
8. A simple majority shall be present in any official action.
9. No voting member will have a vote on an issue that is deemed a conflict of interest.

Article V: Filing Complaints and Grievances – STEP 1

10. All formal grievances must contain the following:
 - a. Must submit in writing
 - b. Name and address of complainant
 - A clear and concise statement of the grounds for the grievance and supplemented by supporting documentation
 - Exact date and time of incident
 - Exact location of incident
 - Any witnesses to incident (including name and address)
 - Vehicle unit number, license number, color and type
 - Any other information affiliated with the complaint
 - c. An explanation by the complainant of the improvements needed to address the complaint

All written complaints can be sent to:

Marion Senior Services	and/or	Ocala Marion TPO
1101 SW 20 th Court		2710 E. Silver Springs Blvd.
Ocala, Florida 34471		Ocala, Florida 34470

A complaint form has been created (see page 8) indicating all of the above-mentioned items.

11. The CTC must post the contact person and telephone number for access to information regarding reporting service complaints or filing a formal grievance in each of their vehicles in plain view of riders.
12. The CTC will have ten (10) working days from the date of notification of the complaint to address or investigate the problem.

13. The CTC will investigate the problem and respond in writing, within ten (10) working days of notification to the complainant as to what action was taken. Such action will contain an explanation of the facts that lead to the CTC's decision and provide a method or ways to bring about a resolution.
14. The Grievance Subcommittee and TDLCB Board will receive a copy of all grievances and responses.

Article VI: Appeal Process – STEP 2

1. If the complainant is dissatisfied with the CTC's response and/or recommendation they may file an appeal with the Grievance Subcommittee.
2. The complainant may only file after they have sought satisfaction directly from the CTC and received a response. Complainant must demonstrate that they have unsuccessfully attempted to resolve the issue with the CTC. Every effort will be made by the CTC to resolve service problems. However, if unable to resolve the problem and/or the complainant wishes to take further action, then the CTC will provide the complainant with assistance in following the Grievance Procedures.
3. The appeal must be filed within ten (10) days from the date of notification of final decision from the CTC.

The appeal must be in writing and addressed to:

Ocala Marion Transportation Planning Organization
ATTN: TDLCB Grievance Subcommittee
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

4. Once an appeal has been received, the Grievance Subcommittee shall meet and render its recommendation within thirty (30) working days of the date the appeal was filed.
5. The complainant shall be notified in writing of the mutually agreed upon date, time and place where the appeal shall be heard. This written notice shall be mailed at least ten (10) working days in advance of the meeting.

6. A written recommendation will be rendered to all parties involved within ten (10) working days from the date of the recommendation and will include the following, in writing:
 - a. Statement that a meeting was held and the involved parties were given an opportunity to present their position(s).
 - b. The issues discussed and clearly defined
 - c. Reason(s) for the recommendation based on the information provided
7. Grievance Subcommittee must report all grievances and recommendations to the full Transportation Disadvantaged Local Coordinating Board.

Article VII: Appeal to the Transportation Disadvantaged Local Coordinating Board – STEP 3

1. If the complainant is dissatisfied with the recommendation of the Grievance Subcommittee he/she may continue the appeal process with the TDLCB as follows.
2. The appeal must be in writing and filed within ten (10) working days from the date of final recommendation from the Grievance Subcommittee.
3. Appeal to the TDLCB can only be filed after the complainant has sought satisfaction directly from the Grievance Subcommittee.
4. The appeal should demonstrate a clear violation of a specific law, regulation, contractual agreement, or circumstance.

Address all appeals to:

Ocala Marion Transportation Planning Organization
ATTN: TDLCB
2710 E. Silver Springs Blvd.
Ocala, Florida 34470

5. Once an appeal has been received, the TDLCB shall meet and render its recommendation within sixty (60) working days of the date the appeal was filed.
6. The complainant shall be notified in writing of the mutually agreed upon date, time and place where the appeal shall be heard. This written notice shall be mailed at least ten (10) working days in advance of the meeting.

7. A written recommendation will be rendered to all parties involved within ten (10) working days from the date of the recommendation and will include the following, in writing:
 - a. Statement that a meeting was held and the involved parties were given an opportunity to present their position(s).
 - b. The issues discussed and clearly defined
 - c. Reason(s) for the recommendation based on the information provided

Article VIII: Appeal to the Commission for the Transportation Disadvantaged – STEP 4

If the complainant is dissatisfied with the recommendation of the TDLCB, he/she may continue the process with the TD Ombudsman Program by calling the following number(s): 1-800-983-2435. For hearing and speech impaired customers call, 711 (Florida Only) Florida Relay System or (850) 410-5708 for TTY via written correspondence to:

Florida Commission for the Transportation Disadvantaged
Attn: Ombudsman Program
605 Suwannee Street, MS-49
Tallahassee, FL 32399-0450

Article IX: General

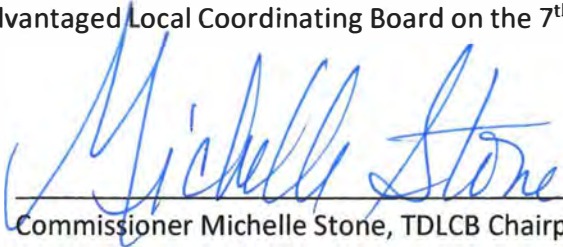
The Transportation Disadvantaged Local Coordinating Board Grievance Procedures may be amended by a two-thirds (2/3) vote of members present, if a quorum exists, and all Members have been notified of proposed changes at least seven (7) working days in advance of the meeting.

The implementation of these rules and procedures will ensure quality control and the ability to provide an impartial body to hear complaints and submit recommendations regarding the grievance as indicated.

Apart from this grievance/appeal process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process, or the judicial court system.

CERTIFICATION

The undersigned hereby certifies that he/she is the Chairperson of the Ocala Marion TPO Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance Procedures of this Local Coordinating Board as adopted by the Ocala Marion TPO Transportation Disadvantaged Local Coordinating Board on the 7th day of December 2023.


Commissioner Michelle Stone, TDLCB Chairperson


Robert Balmes, TPO Director

COMPLAINT FORM

OCALA MARION TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD

Complainant(s) Name:	Complainant(s) Address:
Complainant(s) Phone Number:	Complainant(s) Email:
Complainant(s) Representative's Name, Address, Phone Number and Relationship (e.g. friend, attorney, parent, etc.):	
Names of the Individual(s) Whom You Allege a Complaint Against (If Known):	
Name and Address of Agency, Institution, or Department Whom You Allege a Complaint Against:	

Date of incident:	Vehicle Unit/License No.-Color-Type	Time of Incident:
-------------------	-------------------------------------	-------------------

Please list the name(s) and phone number(s) of any person, if known, that can be contacted for additional information to support or clarify your allegation(s):

Please explain as clearly as possible HOW, WHY, WHEN and WHERE is your alleged complaint. Include as much information as possible. Additional pages may be attached if needed.

Please indicate what would be an acceptable resolution:

Complainant(s) or Complainant(s) Representatives Signature:	Date of Signature:
---	--------------------

Please submit to: Address in the step process

Additional Pages are attached.

TDLCB COMPLAINT TRACKING FORM

Name of Complainant: _____

COMPLAINT TO THE CTC –STEP 1

File Number _____

Date of 1st. Complaint: _____

Date of 1st. Resolution: _____

Action Taken (including date of letter): _____

APPEAL = COMPLAINT TO THE TDLCB GRIEVANCE SUBCOMMITTEE – STEP 2

Date of 2nd Complaint: _____

Date of 2nd Resolution: _____

Date of Subcommittee Hearing: _____

Action Taken (including date of letter): _____

APPEAL = COMPLAINT TO THE TDLCB – STEP 3

Date of 3rd Complaint: _____

Date of 3rd Resolution: _____

Date of TDLCB Hearing: _____

Action Taken (including date of letter): _____

APPEAL = TO THE COMMISSION FOR THE TRANSPORTATION DISADVANTAGED – STEP 4

Date sent: _____

**VEHICLE
PERFORMANCE &
DRIVER TRAINING**



January 30, 2024

Florida Department of Transportation, District Five
Attn: Ms. Diane Poitras, Transit Programs Administrator
420 W. Landstreet RD
Orlando, FL 32824


RE: VEHICLE MAINTENANCE PLAN

To: District Five

This letter provides certification that Marion Senior Services, Inc. d/b/a Marion Transit has not made any changes to the Vehicle Maintenance Plan implemented November 2017 to comply and incorporate FDOT Preventative Maintenance Standards Manual Edition 4.1.

The Preventative Maintenance Plan is attached for reference if necessary.

Sincerely,



Clayton Murch, Transportation Director

FDOT CONTROL UMBE	AGENCY'S CONTROL	Title	VEHICLE	YEAR/MAKE	AMBULATORY (seats)	WHEELCHAIR (seats)	WHEELCHAIR (seats)	ADA	Current Use	Location of	Year of Grant	Acquisition Date	%	Total	Exp.				
																of	Retirement		
Marion	TD	1205 (50)	TD	2C4RDGBG4CR281275	2012/Dodge	Caravan	12	6	1	1	Ramp	Spare	Good	in-house	N/A	6/28/2012	\$45,752	0	2021
Marion	94514	1305 (31)	FDOT	1GB6G5B8G4D1121678	2013/Chevy	Glaval	23	10	3	6	Lift	Daily Use	Good	in-house	2013; Sec. 5310	5/17/2013	\$76,491	90	2022
Marion	94556	1401 (08)	FDOT	1GB6G5B8G7E1171119	2014/Chevy	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2014; Sec. 5310	6/30/2014	\$76,760	86	2022
Marion	94557	1403 (17)	FDOT	1GB6G5B8G6E1187506	2014/Chevy	Glaval	23	10	3	4	Lift	Daily Use	Excellent	in-house	2014; Sec. 5310	8/20/2014	\$76,760	86	2022
Marion	TD	1404 (18)	TD	1GB6G5B8G8E1171940	2014/Chevy	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	N/A	6/30/2014	\$76,760	0	2022
Marion	94558	1405 (29)	FDOT	1GB6G5B8G6E1188493	2014/Chevy	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2014; Sec. 5310	8/20/2014	\$76,760	86	2022
Marion	94555	1406 (34)	FDOT	1GB6G5B8G9E1170795	2014/Chevy	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2014; Sec. 5310	6/30/2014	\$76,760	86	2022
Marion	94549	1407 (37)	FDOT	1GB6G5B8G3E1171067	2014/Chevy	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2014; Sec. 5310	6/30/2014	\$76,760	86	2022
Marion	TD	1501 (15)	TD	1FDFE4F53FDA30490	2015/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	N/A	6/29/2015	\$77,150	0	2022
Marion	TD	1502 (40)	TD	1FDFE4F55FDA30491	2015/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	N/A	6/29/2015	\$77,150	0	2022
Marion	94583	1601 (05)	FDOT	1FDFE4F54GDC03211	2016/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2015; Sec. 5310	9/30/2015	\$77,150	90	2022
Marion	94585	1602 (09)	FDOT	1FDFE4F58GDC03213	2016/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2015; Sec. 5310	9/30/2015	\$77,150	90	2022
Marion	94591	1603 (11)	FDOT	1FDFE4F51GDC03215	2016/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2015; Sec. 5310	9/30/2015	\$77,150	90	2022
Marion	94586	1604 (20)	FDOT	1FDFE4F5XGDC03214	2016/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2015; Sec. 5310	9/30/2015	\$77,150	90	2022
Marion	94584	1605 (21)	FDOT	1FDFE4F56GDC03212	2016/Ford E-450	Glaval	23	10	3	6	Lift	Daily Use	Excellent	in-house	2015; Sec. 5310	9/30/2015	\$77,150	90	2022
Marion	95526	1701	FDOT	1FDVU4XG7HKA67565	2017/Ford/Tran	Nations	22	9	3	2	Lift	Daily Use	Excellent	in-house	2016; Sec. 5310	9/30/2017	\$70,424	90	2024
Marion	95527	1702	FDOT	1FDVU4XG9HKA67566	2017/Ford/Tran	Nations	22	9	3	2	Lift	Daily Use	Excellent	in-house	2016; Sec. 5310	9/30/2017	\$70,424	90	2024
Marion	95528	1703	FDOT	1FDVU4XG0HKA67567	2017/Ford/Tran	Nations	22	9	3	2	Lift	Daily Use	Excellent	in-house	2016; Sec. 5310	9/30/2017	\$70,424	90	2024
Marion	95525	1704	FDOT	1FDVU4XG2HKA67568	2017/Ford/Tran	Nations	22	9	3	2	Lift	Daily Use	Excellent	in-house	2016; Sec. 5310	9/30/2017	\$70,424	90	2024
Marion	95529	1705	FDOT	1FDVU4XG4HKA67569	2017/Ford/Tran	Nations	22	9	3	2	Lift	Daily Use	Excellent	in-house	2016; Sec. 5310	9/30/2017	\$70,424	90	2024
Marion	95556	1801	FDOT	1HA6GUBG2JN002324	2018/Chev	Nations	24	11	3	4	Lift	Daily Use	Excellent	in-house	2017 Sec. 5310	9/30/2018	\$85,343	90	2026
Marion	50016	1802	FDOT	1HA6GUBG5JN002298	2018/Chev	Nations	24	11	3	4	Lift	Daily Use	Excellent	in-house	2017; Sec. 5310	9/30/2018	\$85,343	90	2026
Marion	50014	1803	FDOT	1HA6GUBG1JN002394	2018/Chev	Nations	24	11	3	4	Lift	Daily Use	Excellent	in-house	2017; Sec. 5310	9/30/2018	\$85,343	90	2026
Marion	50013	1804	FDOT	1HA6GUBG9JN002336	2018/Chev	Nations	24	11	3	4	Lift	Daily Use	Excellent	in-house	2017; Sec. 5310	9/30/2018	\$85,343	90	2026
Marion	50015	1805	FDOT	1HA6GUBG9JN002403	2018/Chev	Nations	24	11	3	4	Lift	Daily Use	Excellent	in-house	2017; Sec. 5310	9/30/2018	\$85,343	90	2026
Marion	50038	1900	FDOT	1FDFE4F51KDC14093	2019/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2019; Sec. 5310	4/17/2019	\$80,883	90	2027
Marion	50041	1901	FDOT	1FDFE4F55KDC27574	2019/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2019; Sec. 5310	4/17/2019	\$80,883	90	2027
Marion	50039	1902	FDOT	1FDFE4F52KDC29671	2019/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2019; Sec. 5310	4/17/2019	\$80,883	90	2027
Marion	50040	1903	FDOT	1FDFE4F54KDC29672	2019/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2019; Sec. 5310	4/17/2019	\$80,883	90	2027
Marion	50042	1904	FDOT	1FDFE4F50KDC18264	2019/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2019; Sec. 5310	4/17/2019	\$80,883	90	2027
Marion	50093	2001	FDOT	1FDFE4F53KDC66499	2020/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2020; Sec. 5310	3/31/2020	\$80,145	90	2028
Marion	50086	2002	FDOT	1FDFE4F56KDC66500	2020/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2020; Sec. 5310	3/31/2020	\$80,145	90	2028
Marion	50091	2003	FDOT	1FDFE4F58KDC66501	2020/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2020; Sec. 5310	3/31/2020	\$80,145	90	2028
Marion	50090	2004	FDOT	1FDFE4F5XKDC66502	2020/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2020; Sec. 5310	3/31/2020	\$80,145	90	2028
Marion	50094	2005	FDOT	1FDFE4F51KDC66503	2020/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2020; Sec. 5310	3/31/2020	\$80,145	90	2028
Marion	50122	2101	FDOT	1FDFE4FN0MDC14258	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	12/1/2020	\$83,010	90	2028
Marion	50123	2102	FDOT	1FDFE4FN2MDC14259	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	12/1/2020	\$83,010	90	2028
Marion	50131	2103	FDOT	1FDFE4FN9MDC14260	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	3/1/2021	\$83,010	90	2028
Marion	50132	2104	FDOT	1FDFE4FN0MDC14261	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	3/1/2021	\$83,010	90	2028
Marion	50124	2105	FDOT	1FDFE4FN2MDC14262	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	12/1/2020	\$83,010	90	2028
Marion	50147	2106	FDOT	1FDFE4FN8MDC21801	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5311	5/7/2021	\$83,010	90	2028
Marion	50149	2107	FDOT	1FDFE4FN9MDC20401	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5311	4/8/2021	\$83,010	90	2028
Marion	50148	2108	FDOT	1FDFE4FN3MDC02752	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5311	5/7/2021	\$83,010	90	2028
Marion	50153	2109	FDOT	1FDFE4FN1MDC02748	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5311	5/28/2021	\$83,010	90	2028
Marion	50146	2110	FDOT	1FDFE4FN0MDC20402	2021/Ford E-450	Goshen	23	12	3	4	Lift	Daily Use	Excellent	in-house	2021; Sec. 5311	5/7/2021	\$83,010	90	2028
Marion	50139	2111	FDOT	1FDFE4FN4MDC20452	2021/Ford E-450	Goshen	25	14	2	2	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	3/25/2021	\$90,799	90	2028
Marion	50142	2112	FDOT	1FDFE4FN6MDC20453	2021/Ford E-450	Goshen	25	14	2	2	Lift	Daily Use	Excellent	in-house	2021; Sec. 5310	4/8/2021	\$90,799	90	2028



MARIONTRANSIT

PREVENTIVE MAINTENANCE MANUAL

for

MARIONTRANSIT

Revised – November, 2017

Complies with and incorporates

FDOT Preventative Maintenance Standards Manual

Edition 4.1

Maintenance Plan Outsource

It is the goal of Marion Transit to maintain an effective preventative maintenance program by utilizing proper management of parts, equipment and fleet. Marion Transit strives to operate a proactive maintenance program as opposed to reactive. Some ways they hope to accomplish this are by ensuring efficient cost-effective repairs and improving quality assurance measures. Scheduling work allows time, materials, tools, equipment, and labor to be managed easier than having unpredictable maintenance costs, workloads, and vehicle downtime. A maintenance plan has been adopted to make these goals attainable.

The maintenance plan is a “living document” including schedules and reports which will be updated periodically to reflect changes in maintenance policies, equipment, and program improvements.

Vehicle Maintenance

The current Marion Transit vehicle fleet is attached.

Marion Transit maintains the vehicles by performing the following regularly scheduled preventative maintenance inspections:

Pre-Trip Inspections

Vehicles receive a daily or pre-operational inspection that includes the following items:

- Lighting Devices
- Windshield wipers
- Interior Gauges and Warning System
- Climate Control
- Mirrors
- All Lights, Mirrors, Wipers and Warning Devices
- Parking Brakes
- Service Brakes
- Steering
- Horn
- Fire extinguisher
- Emergency Exit Windows and Door
- Passenger Doors
- Tires and Wheels
- Exhaust System
- Interlock System, if equipped
- Wheelchair Lifts and Ramp.
- Belts and Securement Devices.
- First Aid Kit & Bloodborne Spill Kit.
- Reflective Triangles.
- Fire Suppression System, if equipped.

These inspections are performed by driver's by completing a pre-trip inspection form. See attached. Forms are documented with the operator's signature and a check in each box to ensure whether items are "OK" or a defect is found. Details of the defect are noted in the comments section. Completed pre-trip inspection forms are submitted to the dispatcher and reviewed before the vehicle begins service. If a safety defect is found during the pre-trip inspection, the vehicle is repaired before returning to service. Once a defect is repaired it will be acknowledged in one of the following ways:

- The repair is noted on the pre-trip inspection form, along with a signature and date of repair; or
- A completed work order form describing the repair is attached to the pre-trip inspection form.

Pre-trip inspection forms are filed in the Transit Manager's Office and kept on file for a minimum of 14 days.

During scheduled trips and at the conclusion of transportation service the operator will note any defects on a post-trip inspection checklist to be turned in to dispatch at the end of the day. Defects that are consistent with the safety sensitive items listed on the pre-trip inspection are repaired before the vehicle returns to service. Defects that are not safety related are scheduled for repair at a later date.

Preventative Maintenance Inspections

Vehicles receive scheduled preventative maintenance inspections every 6000 miles. Vehicle mileages are tracked using both manual & electronic methods to schedule upcoming preventative maintenance inspections. When a vehicle is due for inspection, it is taken out of service until the inspection and all necessary repairs are completed. A preventative maintenance inspection checklist is used to inspect components in a progressive method. See attached. The inspections are performed in an A,B,A,C sequence every 6000 miles to ensure vehicle safety.

Marion Transit uses the following outsource maintenance facilities to conduct the preventative maintenance inspections and repairs:

- Construction Tire & Maintenance – 3021 NW 21 Street, Ocala – 352-629-3506
- AAMCO – 661 SW 17th Loop, Ocala – 352-369-9928
- Thermo King of Ocala – 6015 NW 44 Ave., Ocala – 352-867-7700
- ACE Auto Air – 2120 S. Pine Ave., Ocala – 352-732-2511
- Don's Garage – 218 SW 10th Street, Ocala – 352-732-7153

Marion Transit has provided the maintenance facilities performing the preventative maintenance inspections with the Preventative Maintenance Standards Manual to use as guidelines for performing these inspections. See attached. In addition, the Marion Transit has maintained a signed Preventative Maintenance Agreement with the outsourced facility outlining the roles and responsibilities of each party regarding preventative maintenance vehicle inspections.

Upon completion of the preventative maintenance inspection, the maintenance facility provides Marion Transit with a completed preventative maintenance inspection checklist form and a receipt for purchased services. This information is filed in the vehicle history files located in room 132.

All repairs that are considered to be safety related are made before the vehicle returns to service. Cosmetic repairs and repairs that are not safety related are scheduled for repair at a later date.

Maintenance Policies and Procedures

Vehicle History Files

Vehicle history files are maintained for each vehicle for the life of that vehicle. Each file includes the following:

- Identification of the vehicle, including make, model, license number or other means of positive identification and ownership;
- Date, mileage and description of each inspection, maintenance, repair or lubrication performed;
- If not owned by the transit Marion Transit, the name of the person or company furnishing service with this vehicle;
- The name and address of any business firm performing an inspection, maintenance, repair or lubrication.

Lift Maintenance

As part of the preventative maintenance on wheelchair lifts, a complete cycle of the lift is performed during the operators' pre-trip inspection. The operators report, by the most immediate means available, any lift failures.

The lifts are serviced on preventative maintenance inspections according to the manufacturer's specifications. Instructions for normal and emergency operation of the lift or ramp are carried or displayed in every accessible vehicle.

Accidents

All accidents are tracked by the frequency, type, and which party was at fault through incident reports that are completed within 12 hours of the time of the incident. See attached (incident report form)

Accident Investigation Reports are completed with the following information:

- Events are investigated and documented in a final report
- Description of investigation activities
- Identified causal factors
- Corrective actions
- Schedule of implementation of corrective actions

In the event of an accident the primary responsibility of all staff is to ensure the safety of the passengers. Marion Transit accident procedure is attached.



Road Calls

Road calls are defined as any in-service interruptions caused by failure of some functionally necessary element of the vehicle. When failures occur they are called in to the Marion Transit. The Transportation Coordinator makes towing arrangements to bring the vehicle to an outsource maintenance facility if necessary. Road call repairs are completed in the most expeditious manner to reduce the vehicle's down time. All related repair and towing expenses are filed in the vehicle's history file. Road calls are documented and monitored by the Transportation Coordinator and are analyzed to identify maintenance trends.

Cleaning

It is the duty of the assigned driver to perform a daily walkthrough on the vehicle and ensure there is no debris on the flooring or step wells that could result any falls or slips. Unsafe conditions are corrected before any scheduled trips. Drivers are also responsible for daily cleaning of their assigned bus.

Information Management

Maintenance activities are regularly monitored and analyzed by the Transit Manager and Transit Assistant. This information is used to adjust the preventative maintenance program as needed.

Warranty

A warranty recovery system, or warranty records of claims submitted and received, are maintained by Marion Transit. All warranty paperwork is filed in the bus folders.

Warranty repairs are identified by maintaining a list of items from the manufacturer that are under warranty and when the warranty expires. When a component fails it is checked against the list for time and/or mileage to determine if it is still under warranty. Documentation of warranty repairs, claims, and a recovery program are kept on file to guarantee the cost of the defects under warranty is paid by the equipment manufacturer and not the Marion Transit. All warranty claims are pursued until the claim is settled.

PRE-TRIP & POST-TRIP INSPECTIONS

Before utilizing vehicles for transportation service, FDOT requires drivers to conduct pre-trip inspections. The pre-trip inspection is significant in the detection of vehicle deficiencies that can impact passenger safety.

All agencies, whether their maintenance is performed in-house or outsourced, must complete a pre-trip inspection form. The pre-trip inspection form ensures that vital vehicle components are inspected before a vehicle departs for service. Table 1 identifies the minimum pre-trip inspection components and approved procedures. These components are also identified under *Chapter 14-90 of the Florida Administrative Code* and the *FDOT State Management Plan*.

Table 1: Pre-Trip Inspection Components & Procedures

Component	Procedure
Service Brakes	<ul style="list-style-type: none"> From the driver's seat, pump the brake pedal three or four times, and then hold constant downward pressure on the pedal for at least five seconds. The brake pedal should hold firm and not drift down. If equipped with a hydraulic brake reserve system, with the key off, depress the brake pedal and listen for the sound of the reserve system electric motor. If equipped with hydro boost system or vacuum assist system, with the key off, pump the brake at least five times and depress the brake pedal. It should feel firm. Remain holding the pedal and start the engine. The pedal should move slightly to the floor and then rise. Check that the warning buzzer or brake light is off.
Parking Brakes	<ul style="list-style-type: none"> Apply the parking brake and shift vehicle into low gear slightly pulling against the brakes. Vehicle should not move.

Table 1: Pre-Trip Inspection Components & Procedures (cont.)

Component	Procedure
Tires & Wheels	<ul style="list-style-type: none"> The minimum tire tread depth on steering axle (front tires) is 4/32 inch in every major groove. No re-caps are allowed on the steering axle. The minimum tire tread depth on all other tires is 2/32 inch in every major groove. Check all tires for uneven tread wear and cuts or damage to tread and sidewalls. Check for tire inflation by hitting the tires with a mallet or similar device to check for flats. To check for exact tire inflation a tire air gauge must be used. Check rims for bends, damage, or welds. Rims must not have any welding repairs. Check valve stems for damage and for missing valve caps. Check that the wheels and hubs are free of oil or grease. Oil or grease present could indicate a leaking hub or axle seal. Check that all lug nuts are present. Check for signs of rust streaks or shiny threads that could indicate loose lug nuts.
Steering	<ul style="list-style-type: none"> With the engine running, turn the wheel back and forth. Steering play should not exceed 2 inches (on a 20-inch wheel) until the front wheels barely move.
Horn	<ul style="list-style-type: none"> Check that the horn works properly.
Lighting Devices	<ul style="list-style-type: none"> Turn on exterior lights. Turn on 4-way flashers. Perform a complete walk around of the exterior of the vehicle and check all lights for proper operation and lens for cleanliness. Turn off 4-way flashers and turn on left turn signal and check left signal lights for operation. Turn on right turn signal and check right signal lights for operation. Turn on hi-beam head lights and check for operation. Checking brake lights and back-up lights may require assistance. With someone in the driver's seat, instruct them to step on the brake pedal while observing the operation of the brake lights. At this time have the assistant place the vehicle in reverse. Check back-up light operation and back-up alarm if equipped. Turn on all interior lights and check for operation.
Windshield Wipers	<ul style="list-style-type: none"> Starting from the exterior of the vehicle, check the condition of the wiper blades and that the arms and blades are secure. From the interior of the vehicle, check that the windshield washer works correctly and that the wipers operate smoothly Windshield should be clean with no obstructions or damage to glass.
Mirrors	<ul style="list-style-type: none"> Rear view mirrors and side view mirrors should be secure with no mirror bracket damage. Check for proper adjustment. Check mirror glass for cleanliness or fading.
Climate Control	<ul style="list-style-type: none"> Operate and check heater and air conditioning controls through all selector ranges and check varying fan speed for proper function. Check rear unit as applicable.
Emergency Exit Windows and Doors	<ul style="list-style-type: none"> Inspect side and rear windows for cracks, scratches and proper function of opening mechanisms. Check emergency exits to ensure all exits function properly and stay shut after opening.
Passenger Doors	<ul style="list-style-type: none"> Check doors for damage and that they operate smoothly. Hinges should be secure with seals intact. Check door entry area for debris and any loose or extensively worn flooring.

Table 1: Pre-Trip Inspection Components & Procedures (cont.)

Component	Procedure
Interior Gauges and Warning	<ul style="list-style-type: none"> • Activate ignition switch and check all warning indicator lights (oil, battery, check engine, ABS, etc.) for proper operation. If the vehicle is equipped with gauges, check proper readings after the engine has been started.
Exhaust System	<ul style="list-style-type: none"> • Check tailpipe for placement and secure mounting. • Start engine and listen for exhaust leaks and check for exhaust fumes in areas other than the tailpipe end.
Wheelchair Lift and Ramp	<ul style="list-style-type: none"> • Check wheelchair lift doors for operation and damage. • Cycle lift from stow position to floor level and check outboard roll stop barrier for proper latching. • Cycle lift to ground level and check for any leaking, damaged, missing parts, and for smooth operation. Raise lift from ground level. With platform slightly off ground, make sure outboard roll stop barrier raises and it is latched securely. This must be performed by visually inspecting and latching mechanism to ensure it is in the correct locked position and by physically attempting to pull/push barrier down with an adequate amount of force to make certain the barrier is securely latched. • Continue to raise lift to floor level and check for any unusual noises or abnormal operation. Check all warning lights and audible signals for proper operation. Due to varying lift configurations, refer to your lift's Owner's Manual for a list of warning lights and audible alarms to ensure all of these safety warning devices are working properly. • Stow lift. • With lift door in the open position, check shift interlock by trying to shift vehicle into gear. Bus should not shift out of park. • Inspect retractors for damaged webbing and proper locking. • Inspect shoulder belts. • Inspect foldaway seats for operation. • Inspect floor anchors.
Belts and Securement Devices	<ul style="list-style-type: none"> • Check for proper number and condition of belts, tie downs and any other securement devices
Interlock Systems	<ul style="list-style-type: none"> • If equipped, check to ensure interlock system is working properly. Vehicle should not shift out of park with either the front door or lift door open. • If the rear emergency exit door is open or closed, and locked, the vehicle should not start. • Check for audible alarm and warning light if rear door is open with vehicle running.
Safety, Security, & Emergency Equipment	<ul style="list-style-type: none"> • Check for properly charged and rated fire extinguisher. • Check for safety triangles and flares, if equipped. • Check for first aid kit, if equipped.
Fire Suppression	<ul style="list-style-type: none"> • Check the fire suppression gauge and ensure that the gauge indicates the fire suppression system is properly functioning. The arrow should be pointing in the green area of the gauge.
Additional Items	<ul style="list-style-type: none"> • Your agency may require additional items to be checked during the pre-trip/post-trip inspection, such as fluid checks, engine, hoses and belts under the hood. Check these additional items as necessary using procedures set forth by your agency.

ABC Progressive Inspections

Preventative maintenance inspections for Marion Transit are scheduled in a progressive method by using a predetermined target mileage (6000 miles). Intervals, however, should not exceed 6,000 miles.

Note: Older, “spare” vehicles that do not meet the target mileage within a year will be scheduled for a “C” Annual Inspection/Maintenance annually.

The ABC progressive inspection method is comprised of three progressive levels: “A” level inspections, “B” level inspections and “C” level inspections. Inspections should be performed in the following sequence: A, B, A, C. For example, Marion Transit inspections using a 6,000 mile interval, the inspections would follow this sequence:

6000 MILE Preventive Maintenance Schedule

A	6000 MILES	A	54,000 MILES	A	102,000 MILES	A	150,000 MILES
B	12,000 MILES	B	60,000 MILES	B	108,000 MILES	B	156,000 MILES
A	18,000 MILES	A	66,000 MILES	A	114,000 MILES	A	162,000 MILES
C	24,000 MILES	C	72,000 MILES	C	120,000 MILES	C	168,000 MILES
A	30,000 MILES	A	78,000 MILES	A	126,000 MILES	A	174,000 MILES
B	36,000 MILES	B	84,000 MILES	B	132,000 MILES	B	180,000 MILES
A	42,000 MILES	A	90,000 MILES	A	138,000 MILES	A	186,000 MILES
C	48,000 MILES	C	96,000 MILES	C	144,000 MILES	C	192,000 MILES

Note: Maintenance shall not exceed 10% of scheduled maintenance mileage.

Conducting Preventative Maintenance Inspections

The following tables provide a step-by-step guide for conducting preventative maintenance inspections using the ABC progressive inspection method. Table 3 identifies the minimum components/items that must be inspected during an “A” level inspection. Table 4 identifies the components/items that must be inspected during a “B” level inspection, and Table 5 identifies “C” level inspection items.

ABAC inspections are cumulative. This means that “B” level inspections must also include “A” level inspections, and “C” level inspections must include both “A” and “B” level inspections.

FDOT has determined that the following vehicle components require a vehicle lift to be properly inspected. The “Item #” in parentheses corresponds to numbers on the FDOT-approved “Preventative Maintenance Inspection Report” Checklist. This form is included in the Preventative Maintenance Standards Manual.:

- Torque rods (Item #60)
- Ball joints (Item #61)
- Steering Gear/Linkage & Arms (Item #62)
- Lube Chassis (Item #64)
- Drive shaft & U-joints (Item #65)
- Differential Oil Level/Clean Breather/Axle seals (Item #66)
- Drain and refill differential fluid (Item #67)

- *Replace transmission fluid and filter (Item #68)*
- *Front Wheel Bearings (Item #69)*
- *Air Tank Mounting/Lines & Valves (Item #71)*
- *Exhaust System for Mounting/Leaks/Restrictions (Item #72)*
- *Underbody/Mounts & Frames (Item #73)*
- *Fuel Tank Mounting & Fuel Leaks (Item #74)*
- *Brake Foundation/Lines/Rotors/Drums (Item #82)*
- *L/Front Brakes % Worn (Item #83)*
- *R/Front Brakes % Worn (Item #84)*
- *L/Rear Brakes % Worn (Item #85)*
- *R/Rear Brakes % Worn (Item #86)*

Additionally, it is beneficial for the following vehicle components to be suspended on a lift to ensure accuracy:

- *Engine Oil & Filter (Item #53)*
- *Shocks/Springs/MOR/ryde (Item #59)*

Table 3: "A" Level Inspection Components

The "Item #" in these tables correspond to numbers on the FDOT-approved "Preventative Maintenance Inspection Report" Checklist. This form is included in the Preventative Maintenance Standards Manual.

Item #	Component
Interior	
1	<p><u>Passenger Door/ Check Operation of All Interlocks and/or Starter Interrupt</u> Check to ensure interlock system is working properly when parking brake is applied. Vehicle should not come out of park with either the front door or wheelchair lift door open. If equipped, check passenger door sensitive edge operation.</p>
2	<p><u>Standee Line & Warning</u> On vehicles designed to allow standees, check the condition of the standee line and sign. The line must be of contrasting color at least two inches wide and the sign, prohibiting anyone from occupying a space forward of the line, must be posted at or near the front of the vehicle.</p>
3	<p><u>Flooring/ Steps/ All Interior Panels</u> Inspect floor covering for tears, rips, or gouges. Inspect headliner for damage, sag, or dirt. Inspect the condition of side panels. Check steps for yellow edge or nosing to pronounce presence of steps.</p>
4	<p><u>Wheelchair Belts/ Floor Anchors</u> Check wheelchair seat belt lap extensions and wheelchair shoulder harnesses for proper function. Inspect wheelchair securement devices for damaged webbing and proper operation of locking mechanism. Inspect floor tie down anchors. Ensure the vehicle is equipped with the proper amount of securement devices for the number of wheelchair positions.</p>
5	<p><u>Passenger Seat Condition/ Foldaway Seat Operation</u> Seat covering for the driver and passenger seats should be inspected for rips, tears, gouges, exposed springs, and security of floor mounting. Arm rest(s) should be inspected for proper attachment to seat(s). Check folding seats for proper operation of adjustment controls. Check the driver's seat for proper fore and aft movement and tracks should be lubricated as necessary.</p>
6	<p><u>Passenger Seat Belts</u> Seat belts should be inspected for proper retraction mechanisms and damaged webbing.</p>
7	<p><u>Stanchions & Hand Rails</u> Inspect condition of the grab rails and stanchions for the standee passengers. Tighten grab rails as necessary. Note if extensive repairs are necessary.</p>
8	<p><u>Roof Hatches/ Operation</u> Check roof hatches to ensure proper function and that they shut and open properly.</p>
9	<p><u>Emergency Door and Window Operation</u> Check emergency door operation to ensure proper function. Check window exits to ensure all exits function properly. Ensure that all emergency exit signage is clear and legible.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
10	<p><u>Fire Extinguisher/ First Aid Kit/ Emergency Triangles/ Spill Kit</u></p> <p>Inspect the above mentioned safety equipment to ensure it is in proper working order, securely mounted, and easily accessible. Fire extinguisher must be fully charged with a dry chemical or carbon dioxide, having at least a 1A:BC rating and bearing the label Underwriters Laboratory Inc.</p> <p>Check maintenance tag for expiration date and condition of all components for damage or conditions that may prevent operation. Nozzle outlets must be unobstructed and properly aimed.</p>
11	<p><u>Fire Suppression System</u></p> <p>If equipped with fire suppression system check "System OK" LED is illuminated. Check that system is properly charged and that all instruction labels are intact, clean, and legible. Ensure inspection tag for expiration date. Check the condition of all components for damage or conditions that may prevent operation. Nozzle outlets must be unobstructed, properly aimed, and must have their protective covers.</p> <p>Follow the fire suppression system manufacturer's guidelines for servicing the system.</p>
12	<p><u>Interior Lights</u></p> <p>Inspect the interior lights. Check step well lights if applicable for proper function by opening door. Check dome light switch/rheostat. Check turn signal and the hi-lo beam switches as well as the indicators on dash for proper function.</p> <p>Check all emergency exit lights at emergency windows and rear exit door.</p>
13	<p><u>Vehicle Registration/ Plates</u></p> <p>Check condition and currency of license plate and registration and appropriate manuals. Ensure accident report forms and other appropriate documents are up to date and available in the vehicle. Check for wheelchair lift operating manual, if applicable.</p>
Drivers Compartment	
14	<p><u>Brake & Accelerator Pedals</u></p> <p>Check pedals for sticking, binding, or failure to return to normal position. Check pedals for excessive pad wear.</p>
15	<p><u>Driver's Seat & Belt</u></p> <p>Check the driver's seat for proper fore and aft movement, and tracks should be lubricated as necessary. Check the driver's seat belt for proper retraction mechanisms and damaged webbing.</p>
16	<p><u>Horn Operation</u></p> <p>Check horn. The horn must be capable of emitting a sound audible under normal conditions from a distance of not less than 200 feet.</p>
17	<p><u>Service Brake Operation</u></p> <p>From the driver's seat, pump the brake pedal three or four times and then hold constant downward pressure on pedal for at least five seconds. The brake pedal should hold firm and not drift down. If equipped with a hydraulic brake reserve system, with the key off, depress the brake pedal and listen for the sound of the reserve system electric motor. If equipped with hydro boost system or vacuum assist system, with the key off, pump the brake at least five times and depress the brake pedal. It should feel firm. Remain holding the pedal and start the engine. The pedal should move slightly to the floor and then rise. Check that the warning buzzer or light is off.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
18	<p><u>Ignition System (Start Engine)</u> When starting the engine, listen for starter drag or grind, belt squeal, and any other unusual noises. As engine warms, monitor all gauges. Check shift selector for smooth operation and can be shifted into all ranges.</p>
19	<p><u>Check All Gauges/ Switches</u> Activate ignition switch and check all warning indicator lights (oil, battery, engine, etc.) for proper operation. If the vehicle is equipped with gauges, check proper readings after the engine has been started. Check all switches, levers, and knobs for proper function.</p>
20	<p><u>Check Fast Idle</u> Check fast idle system for proper operation.</p>
21	<p><u>Check Air System Pressures/ Perform Leak Down Test</u> <ul style="list-style-type: none"> ■ Drain all air tanks and check operation of system drier. Build air system to maximum air pressure and observe governor cut out (100- 125 psi). Shut off engine and chock wheels if necessary. Release emergency brake and make a full brake application and hold for one minute. Check air gauge to see if pressure drops more than three pounds in one minute. Next, rapidly pump the foot brake. Buzzer should activate before air pressure drops below 60 psi. Continue to pump brakes until emergency brake pops up. This should occur at approximately 40 psi. The amount of time it takes to build the air pressure is important. Air pressure should go from 85psi to 100psi in 40 seconds. </p>
22	<p><u>Shift Lever Operation</u> Move the shift lever into each gear and ensure the detents are operating correctly.</p>
23	<p><u>Parking Brake Operation</u> While the vehicle is on an incline, apply the parking brake and shift vehicle into low gear slightly pulling against the brakes. Vehicle should not move. If the vehicle cannot be checked on an incline, lightly accelerate the vehicle while the parking brake is applied. Again, the vehicle should not move. Parking brake should be adjusted to hold the vehicle in all terrains.</p>
24	<p><u>Back-Up Alarm</u> While depressing the brakes shift the vehicle into reverse and check the audible back-up alarm.</p>
25	<p><u>Driver's & Panel Lamps</u> Inspect the interior lights. Check step well lights if applicable for proper function by opening door. Check dome light switch/rheostat. Check turn signal and the hi-lo beam switches as well as the indicators on dash for proper function. Check all emergency exit lights at emergency windows and rear exit door. Check all dash and gauge lights for proper operation.</p>
26	<p><u>Interior Mirrors/ Sun Visor</u> Check inside rear view mirror(s) for proper mounting, adjustment, and condition of the glass. Also check the right and left exterior mirrors for adequate field of vision. Check sun visor.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
27	<p><u>Windshield Wipers & Washers</u> Inspect windshield for cracks, scratches, and any visible damage. Operate windshield wipers through all ranges on wet glass. Check washer fluid level.</p>
28	<p><u>Climate Control System/ Fans</u> Operate and check heater and air conditioning controls through all selector ranges and check varying fan speed for proper function. Check rear unit output as applicable.</p>
29	<p><u>Fare Collection System</u> If equipped, ensure fare collection equipment is securely mounted and operating properly.</p>
30	<p><u>Cleanliness</u> Check the general cleanliness of the vehicle interior.</p>
Exterior Inspection	
31	<p><u>Check for Damage/ Corrosion/ Bumpers & Mounts/ Decals</u> Inspect exterior of vehicle for signs of body damage, missing trim, decals, paint condition, and any signs of developing rust. Check front and rear bumpers. Inspect for loose, damaged or missing hardware. Note and repair any significant damage. Inspect the outside of all windows for cracks, blemishes, or other damage. Inspect mirror brackets for secure mounting or rusting. Check mirrors for broken/fading glass.</p>
32	<p><u>Condition of All Glass</u> Inspect the outside of all windows for cracks, blemishes, or other damage.</p>
33	<p><u>Wiper Blades & Arms</u> Inspect condition of windshield wiper blades and arms. Replace if needed.</p>
34	<p><u>Exterior Mirrors</u> Inspect mirror brackets for secure mounting or rusting. Check mirrors for broken/fading glass.</p>
35	<p><u>Check Light Lenses & Reflectors</u> Check the condition of the exterior light lenses and reflectors.</p>
36	<p><u>Check Operation of All Lights</u> Outside assistance may be required when making this check. Check parking, low and hi beam headlights, turn signal operation front and rear, and hazard flashers. Turn on all outside clearance lights and check operation. At this time also check license plate lights, back-up lights, brake lights, decal lights. All lighting must comply with the minimum requirements set for the in Florida Statutes 316.220, 316.221, 316.224, 316.225, 316.226, 316.234, and 316.235.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
37	<p><u>Condensator Fan Operation</u> Visually inspect fan blades for cracks, bends and proper clearance from shroud or screen. Check for debris. Turn on the air conditioning system and check fan operation. Listen for any unusual noises.</p>
38	<p><u>All Access Doors/ Engine Cover & Latch Operation</u> Inspect exterior access doors and lubricate hinges or spring latches as necessary. Check hood latch and lubricate. Check hood retainer bar.</p>
39	<p><u>Tire Damage & Wear</u> Inspect all tires for signs of uneven wear due to imbalance or improper front end alignment, check for exposed cord or steel belts, inspect valve cores, and check sidewalls for scrubbing or damage. Determine tread depth using tread depth gauge. Tread group pattern depth shall not be any less than 4/32 (1/8) inch, measured at any point on a major tread groove for tires on the steering axle and no less than 2/32 (1/16) inch measured at any point on a major tread groove for all other tires. Check air pressure in all tires including spare using tire air gauge. Check condition of spare tire and mounting. Check tires for cuts, nails, or other embedded foreign objects. Check all wheels, including spare, for any damage, welds, or improper bead seating of tire. Check for missing balance weights. Check hubcaps for secure mounting.</p>
40	<p><u>Check Wheels/ Lug Nuts/ Valve Stems</u> Check wheel lugs for proper torque. Inspect rims for any signs of damage or cracks. Check for any missing lug nuts.</p>
41	<p><u>Fuel Cap and Door</u> Check fuel cap for proper fit and any signs of damage to fuel servicing piping/ hoses.</p>
42	<p><u>Leveling</u> Check vehicle for proper leveling.</p>
Engine Compartment	
43	<p><u>Clean Batteries and Terminal Ends/ Check Electrolyte Level</u> Check battery mounting tray condition for corrosion and wear. Check battery case for cracking or damage. Check post and fasteners for corrosion – clean and cover with protectant. If applicable check and service water levels. If equipped with a maintenance free battery, check "green" indicator.</p>
44	<p><u>Check Battery Hold Downs/ Cables/ Ground Straps</u> Check battery hold downs. Check cables for fraying or signs of deterioration. Check battery slide out tray for proper function.</p>
45	<p><u>Record Voltage Output</u> Record battery output voltage.</p>
46	<p><u>Check Belts/ Tensioners & Hoses/ Air Compressor Mounting</u> Inspect all belts for signs of wear, fraying, cracks, glazing, and proper tension. Inspect heater hoses and connections. Check air compressor mounting for alignment, missing / loose bolts and bracket fractures and/or breaks.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
47	<p><u>Check All Fluids</u> Check transmission fluid level with the fluid warm and the engine running. Check color of fluid for any signs of overheating. Also check the fluid levels for engine oil, engine coolant, power steering fluid, brake fluid and windshield washer fluid.</p>
48	<p><u>Inspect for Leaks</u> Inspect all lines, hoses and reservoirs for signs of leakage. Check engine, transmission, differential and all engine accessories for signs of leaks around gaskets, seals, drain plugs, etc. Repair as necessary.</p>
50	<p><u>Check Radiator Core/ Mounts</u> Inspect radiator cap for signs of leaks or pressure loss. Before removing the cap allow the engine to cool down. Relieve any built-up pressure in the system. Remove and inspect the radiator cap. At this time, the radiator cores and the interior of the radiator housing may be visually inspected for corrosion or clogging. Also, if circulation problems are suspected, operation of the water pump and circulation of the coolant may be verified with the engine running.</p>
51	<p><u>Check Wiring for Routing/ Chafing & Loose Connections</u> Inspect wiring for signs of chafing, corrosion, loss of insulation and crimping. Ensure wiring does not come in contact with moving parts or heated surfaces.</p>
52	<p><u>Check Engine Mounts</u> Check for any signs of loose hardware or deterioration.</p>
53	<p><u>Replace Engine Oil & Filter</u> Change oil according to manufacturer's specifications either under the normal or severe duty operating conditions. The information listed below defines which schedule you need to follow for each vehicle.</p> <ul style="list-style-type: none"> • If operating under every day driving conditions, use the recommendations for normal operating conditions. • If operating under the following conditions listed below, use the recommendations for severe operating conditions: <ul style="list-style-type: none"> ○ Making frequent short trips (less than five miles) ○ Driving in hot weather stop-and-go traffic ○ Driving at sustained high speeds during hot weather ○ Driving in areas with heavy dust (gravel roads, construction zones, etc.) ○ Making frequent short trips (less than 10 miles) when temperatures are below freezing ○ Extensive idling and/or low speed driving for long periods of time (taxi, police, door-to-door delivery, etc.) ○ Towing a trailer
54	<p><u>Check Air Filter</u> Remove air filter and inspect. Inspect air intake hoses and clamps. Visually inspect all vacuum hoses and connections. Replace air filter as needed.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
55	<p><u>Check Fuel Filter</u> Check and/or replace fuel filter. Inspect fuel lines for leaks or damage.</p>
56	<p><u>Check/ Clean A/C Filters & Cores/ Lines for Routing/ Chafing</u> Remove filters and clean or replace, if equipped. Inspect lines for any signs of leaks or chafing. Clean condenser and evaporator fins of any debris.</p>
57	<p><u>A/C Compressor Mounting/ Clutch</u> Inspect compressor for any loose or missing hardware. Check pulley alignment and correct if needed. Ensure all wiring is securely routed.</p>
Chassis/Drive Line	
61	<p><u>Check Ball Joints</u> Inspect all ball joints according to manufacturer's recommendations. Lubricate after inspection. Check king pins if applicable. Due to varying road conditions, vehicle type, age of vehicle, and type of joint, it is recommended that you check the ball joints on every "A" inspection or if any of the following symptoms are observed:</p> <ul style="list-style-type: none"> • Front wheel shimmy at low speed • Steering wander • Clunking noises from the front suspension • Camber wear on the tires <p><i>Note: Most original equipment ball joints today are designed to provide many miles of durability. Many never make it that far for a variety of reasons. One is wear. The constant friction created by turning and driving creates friction between the ball stud and bearing. The rougher the roads and the heavier the vehicle, the faster the rate of wear will occur. Wear can be further accelerated by contamination and/or lack of lubrication. With a greaseable joint, lubing the chassis periodically is necessary to maintain a layer of grease within the joint. Lubing the joint also helps flush out the old grease and contaminants, which extends the service life of the joint. Most OEM ball joints today as well as some aftermarket replacement joints are "sealed for life" and have no grease fittings. Load carrying ball joints do tend to wear at a faster rate than their unloaded counterparts because of the weight they carry. That's why the lower ball joints on an SLA (short long arm) suspension typically wear out before the upper joints.</i></p>
62	<p><u>Steering Gear/ Linkage & Arms</u> Check steering column for any absence or looseness of U-bolts or positioning parts; worn, faulty, or any welded universal joints. Check steering wheel broken spokes or cracks and for securement. Check steering box for any mounting bolts loose or missing, any cracks in gear box or mounting brackets. Check for any looseness of the pitman arm on the steering gear output shaft. Check for leaks.</p>

Table 3: "A" Level Inspection Components (cont.)

Item #	Component
63	<p><u>Steering Shaft & Free Play</u> Check for any motion, other than rotational, between any linkage member and its attachment point. Check for loose clamps or clamp bolt on tie rod or drag link. Check for linkage components that are not secured with proper pins or devices. Check for any looseness in any threaded joint.</p>
64	<p><u>Lube Chassis</u> Lubricate all steering and suspension zirk fittings.</p>
66	<p><u>Check Differential Oil Level/ Clean Breather/ Check Axle Seals</u> Check for proper level. Ensure breather is clean. Check seals for any signs of leakage. Ensure all hardware is secure.</p>
72	<p><u>Check Exhaust System for Mounting/ Leaks/ Restriction</u> Check the exhaust system for mounting, routing, leaks and restrictions.</p>
Wheelchair Lift Inspection	
75	<p><u>Lift Manufacturer Tag/ Month & Year Manufactured/ State of FL Certificate</u> Check that each wheelchair lift or ramp are legibly and permanently marked by the manufacturer or installer with the following information:</p> <ul style="list-style-type: none"> • The manufacturer's name and address • The month and year of manufacture <p>A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.</p>
76	<p><u>Check Lift Wiring for Routing/ Chafing & Loose Connections</u> Inspect all lift wiring for proper routing. Inspect pendant cord for any damage.</p>
77	<p><u>Check Lift for Damage/ Inspect Lift Anchor Bolts</u> Inspect lift towers for proper alignment. Ensure lift mounting hardware is secure.</p>
78	<p><u>Cycle Lift – Check all Safety Systems Including Barriers</u> Cycle lift from stow position to floor level and check outboard roll stop barrier for proper latching. Continue to lower lift to ground level and check for any leaking, damaged, missing parts, and for smooth operation. Raise lift from ground level. With platform slightly off ground make certain the outboard roll stop barrier raises and it is latched securely. This must be performed by visually inspecting the latching mechanism to ensure it is in the correct locked position and by physically attempting to pull/push barrier down with an adequate amount of force to make certain the barrier is secured. Continue to raise lift to floor level and check for any unusual noises or abnormal operation. Stand on lift platform or place at least 50 pounds of weight on platform and attempt to stow lift. Lift should not fold in. Remove weight and stow lift. Due to varying lift configurations refer to your lifts Owner's Manual for a list of warning lights and audible alarms to ensure all of these safety warning devices are working properly.</p>
79	<p><u>Record Lift Cycle Count</u> Document the lift cycle count on your preventative maintenance inspection form.</p>
80	<p><u>Check for Hydraulic Leaks/ Level</u> Inspect cylinders, hoses, pump and reservoir for any signs of leaks. Check for proper fluid level.</p>
81	<p><u>Clean, Lubricate & Adjust Lift As Needed</u> Check lift padding and labels. Check lift manual operation and instruction label. Lubricate appropriate lube points. (see illustrations at the end of this section) Refer to original owner's manual for lift adjustments if necessary.</p>

Table 3: “A” Level Inspection Components (cont.)

Item #	Component
Tire Tread Depth/Inflation	
87	<u>L/ Front</u> Record the tread depth for the left front tire.
88	<u>R/ Front</u> Record the tread depth for the right front tire.
89	<u>R/R Inside</u> Record the tread depth for the right rear inside tire, if applicable.
90	<u>R/R Outside</u> Record the tread depth for the right rear outside tire.
91	<u>L/R Inside</u> Record the tread depth for the left rear inside tire, if applicable.
92	<u>L/R Outside</u> Record the tread depth for the left rear outside tire.
93	<u>L/Front</u> Record the air pressure for the left front tire.
94	<u>R/ Front</u> Record the air pressure for the right front tire.
95	<u>R/R Inside</u> Record the air pressure for the right rear inside tire, if applicable.
96	<u>R/R Outside</u> Record the air pressure for the right rear outside tire.
97	<u>L/R Inside</u> Record the air pressure for the left rear inside tire, if applicable.
98	<u>L/R Outside</u> Record the air pressure for the left rear outside tire, if applicable.

Table 4: "B" Level Inspection Components

Remember, during a "B" level inspection, all "A" level components must also be checked.

Item #	Component
Chassis/Drive Line	
59	<u>Shocks/ Springs/ MOR/ryde</u> Inspect shock absorber cylinders for signs of leakage. Check bushings for signs of wear and the mounting brackets for secure mounting. Inspect coil and/or leaf springs for signs of damage or wear. Check MOR/ryde shear springs if equipped. If equipped with air springs check for leaks, cracks and dry rotting.
60	<u>Torque Rods</u> Inspect for any damaged or missing bushings. Ensure all hardware is intact and secure.
65	<u>Check Drive Shaft & U-Joints</u> Check the driveshaft chock wheels if needed and place transmission in neutral. Grasp either side of the u-joint and rotate it back and forth while watching and feeling for any play between the cross and the yoke. If the cross moves inside the yoke, replacement of the u-joint is warranted. Check slip joint for play. On vehicles with two piece drive shafts, check center support bearing for excessive compression of the rubber insulator. Inspect the center support bearing by rotating the inner race while holding the outer race. Replace if there is evidence of roughness or wear. Lubricate driveline u-joints and slip yoke.
70	<u>Check Brakes (Pull Wheels)</u> Remove wheels and inspect all brake pads/linings for wear.
71	<u>Air Tank Mounting/ Lines and Valves</u> Check air tank(s), lines and valves for secure mounting. Look for any loose or missing hardware. Check for leaks.
73	<u>Underbody/ Mounts & Frames</u> Inspect underbody mounts and frame for proper securement. Look for any loose or missing hardware, bushing deterioration, cracks, etc.
74	<u>Fuel Tank Mounting & Fuel Leaks</u> Check fuel tank for secure attachment to vehicle by inspecting for loose, broken or missing mounting bolts or brackets (some fuel tanks use springs or rubber bushings to permit movement). Check fuel system for any visible leak at any point.
Brake Inspection	
82	<u>Brake Foundation/ Lines/ Rotors/ Drums</u> Check rotors/drums for wear, scoring, and warping. Check calipers/cylinders and brake lines for signs of wear, chafing or leaks. Check for any dirt or grease accumulation on the brake system.
83	<u>L/ Front % Worn</u> Record the wear observed on the left front brake.
84	<u>R/ Front % Worn</u> Record the wear observed on the right front brake.
85	<u>L/ Rear % Worn</u> Record the wear observed on the left rear brake.
86	<u>R/ Rear % Worn</u> Record the wear observed on the right rear brake.

Table 4: “B” Level Inspection Components (cont.)

Item #	Component
Test Drive	
99	<u>Check Engine Performance</u> Start engine and check for any unusual noises. Check exhaust stream for any unusual color, odor or sound. Check for any active or inactive fault codes and if the engine has any outstanding Technical Service Bulletins from manufacturer. During operational test drive, check for smoothness of acceleration.
100	<u>Check Shift Points</u> During operational test drive, check operation and position of shift lever and indicator. Check operation in each gear. Check shift points through all gear ranges in drive position.
101	<u>Steering</u> During operational test drive, check the centering of the steering wheel and the smoothness of turns. Also check for looseness in steering wheel.
102	<u>Suspension</u> During operational test drive, check for proper tracking of the vehicle, balance of tires, and front end alignment.
103	<u>Brakes</u> Check for smooth pedal operation during braking. Check for any pulling, vibrating or shaking while braking. Check for any unusual noises such as grinding or squealing coming from wheels.
104	<u>Speedometer</u> During operational test drive, check operation of speedometer.

“C” Level Inspection –

Annual Inspections will be noted during “C” Level Inspections by circling the “Annual” Inspection type on the Preventive Maintenance Inspection Report. These annual inspections are required annually for each bus.

Table 5: "C" Level Inspection Components

Remember, during a "C" level inspection, all "A" and "B" level components must also be checked.

Item #	Component
Engine Compartment	
49	<p><u>Test Anti-Freeze Protection</u> Test antifreeze for proper protection level using the correct testing equipment. The protection should be at least -34 degrees which represents a 50/50 mixture of water and antifreeze. More protection may be desired depending on your specific climate region. Coolant should appear clean and translucent. Add, change or flush coolant as necessary to provide adequate protection.</p>
58	<p><u>A/C Pressure Check</u> Each spring, prior to the season for constant air conditioning use, the air conditioning system should be scheduled for a thorough operational check. The system should be checked with the appropriate air conditioning service equipment and gauges. Check the entire system for leaks. Note: The Freon level should be checked and serviced as necessary. If the system is to be serviced with the opening of a closed system, the complete system should be evacuated; the receiver dryer replaced and the system must be completely recharged, including refrigerant oil. <i>Note: All air conditioning work involving opening the system for repair and recharging must be performed by a licensed certified technician.</i></p>
Chassis/Drive Line	
69	<p><u>Check Front Wheel Bearings</u> Remove and inspect front wheel bearings, clean and lubricate or replace if necessary.</p>
OEM Recommended Intervals	
67	<p><u>Drain & Refill Differential</u> Drain and refill differential fluid according to the vehicle's OEM recommended interval. Invoices or work orders documenting this must be placed in the vehicle's history file.</p>
68	<p><u>Replace Transmission Fluid/ Filter</u> Remove transmission pan and drain fluid according to the vehicle's OEM recommended interval. If the transmission torque converter is equipped with a drain plug, drain fluid from it as well. Inspect debris in the bottom of pan for signs of internal transmission damage. Check the color of fluid for signs of overheating. Remove and replace filter screen. Note any abnormalities on the check off sheet. Invoices or work orders documenting this must be placed in the vehicle's history file.</p>

105. *Video System – if equipped

Ensure system is in working order. This inspection is performed by the Transit Manager or Transit Assistant and noted as part of the Annual Inspection.

OEM Recommendations

All vehicles contain an OEM (Original Equipment Manufacturer) manual where specific vehicle components are recommended for inspection or maintenance service. These OEM recommendations must be performed within the designated mileage intervals provided in the OEM manual in order for the vehicle to remain under active warranty status.

The *Preventative Maintenance Inspection Report* form identifies these vehicle component items that are typically inspected or serviced using OEM recommended intervals. Agencies must list in their maintenance plan each OEM recommended vehicle component and target mileage interval that will be used.

The inspection or service of these items must be clearly documented on a work order or invoice and filed in the vehicle's maintenance history file. The work order or invoice must state the date and vehicle mileage (odometer reading) at the time of the inspection or service to ensure it was conducted within the recommended mileage interval stated in the OEM manual.

The remaining vehicle components listed in the *FDOT Preventative Maintenance Standards Manual* that do not have OEM manufacturer recommended target mileage intervals must continue to be inspected using the intervals and methods described in the *FDOT Preventative Maintenance Standards Manual*.

Oil Changes

Agencies should choose a target mileage for conducting oil changes that meets or exceeds OEM manufacturer recommendations. Agencies are encouraged to perform oil changes during the vehicle's preventative maintenance inspection as this is the most efficient way of reducing vehicle downtime.

Many people are taught that vehicles must receive oil changes every 3,000 miles or 3 months, as this has become a normal practice for maintaining personal vehicles. However, in most cases where the vehicles do not have high mileages and are not operating under severe conditions, the target oil change interval can easily exceed 3,000 miles. However, the target oil change interval cannot exceed 6,000 miles unless it meets an OEM recommended mileage interval or unless the agency has supporting documentation from an oil analysis program. In these cases, the target mileage interval must be provided in the agency's maintenance plan along with any related documentation, such as oil analysis program data or a copy of the OEM manual recommendation.

If an agency intends to exceed the 6,000 mile oil change interval, the agency must use a systematic approach. At a minimum, the agency must use an oil analysis program to examine wear metals, silica, coolant contamination, and fuel contamination. Wear metals consist of zinc, copper, chromium, tin, and aluminum. Prior to extending the oil change intervals, the agency must pull a minimum of six oil samples for each vehicle using the preventative maintenance inspection interval described in the agency's maintenance plan to establish a baseline on wear metals and silica.

The baseline serves as an average on wear metals and silica – as long as neither are showing unusually high. During the oil sample analysis, at least 75% of the fleet must fall into the same parameters of not showing contamination. Fuel or coolant contamination indicates a problem

that must be addressed immediately. After establishing a baseline on wear metals and silica and provided that oil samples do not show contamination, the agency should extend oil change intervals in 500 mile increments until the agency sees a rise in either silica or wear metals in the oil sample analysis.

If the agency detects a rise in either silica or wear metals, the agency should use the previous interval as the established extended oil change interval. There must be documentation of this process kept on file. The agency must also continue to monitor the oil samples through a regular fluid analysis program since conditions could change that might affect oil contamination, potentially changing the extended oil change intervals. Agencies should seek approval from FDOT before implementing extended oil change intervals.

Documenting Preventative Maintenance Inspections

The *FDOT Preventative Maintenance Standards Manual* provides a recommended preventative maintenance inspection form titled *Preventive Maintenance Inspection Report* that uses the ABC progressive inspection method and complies with FDOT's minimum maintenance requirements. A sample of this form is provided as Figure 3 on the following page. Agencies may alternately choose to create their own preventative maintenance inspection forms to use. However, the form must include, at a minimum, all items listed on the FDOT-approved form.

Preventative maintenance inspection forms must be thoroughly completed and include basic information about the inspection such as the date and mileage at the time of the inspection. It must also properly identify whether each vehicle component item inspected was found to be ok or deficient. If a safety sensitive item is found to be defective, the vehicle cannot be utilized for service again until the appropriate repairs have been made.

Any repair work conducted as a result of defects identified during the preventative maintenance inspection should be attached to the inspection form. Completed preventative maintenance inspection forms and corresponding work orders should then be filed in the vehicle's history file for the life of the vehicle.

necessary repair should be filed in the vehicle history file along with the corresponding preventative maintenance inspection form that showed the defect.

Repairing Defects

When defects are found during preventative maintenance inspections, they must be documented on the preventative maintenance inspection form as being defective. All safety defects found during the preventative maintenance inspections must be repaired before the vehicle resumes transportation service. Again, FDOT has determined that the following vehicle components are considered to be safety sensitive items:

- Steering System
- Service and Parking Brakes
- Suspension and Undercarriage
- Tires, Wheels and Wheel End Components
- Fuel and Exhaust Systems
- All Lights, Mirrors, Wipers and Warning Devices
- Interlock Systems
- Interior Controls, Gauges, and Safety Equipment
- Wheelchair Lifts
- Air System
- Emergency Exits (doors, windows, etc.)
- Fire Suppression Systems

All non-safety related defects can be repaired at a later date in cases where agencies need to wait for parts to be ordered or vehicles are needed for transportation service. In these cases, the preventative maintenance inspection that showed the defect should be noted that a repair has been scheduled for repair at a later date. A work order or invoice documenting the necessary repair should be filed in the vehicle history file along with the corresponding preventative maintenance inspection form that showed the defect.

“Outsourced” Maintenance Plan Requirements

For agencies who outsource all of their maintenance activities, all maintenance program procedures and practices related to the following elements must be included in your maintenance plan:

1. Vehicle history file policies
2. Vehicle fleet roster information
3. Preventative maintenance inspection practices
4. Identification of outsource maintenance providers used and their respective specialties
5. Wheelchair lift maintenance activities
6. Scheduled maintenance activities
7. Pre-trip/post-trip inspection practices
8. Accident reporting and resulting maintenance practices
9. Road call procedures and practices
10. Warranty procedures
11. Vehicle cleaning practices
12. Information management procedures and practices

END



1101 S.W. 20th Court, Ocala, Florida 34471 352-620-3519

Marion Transit Performance Measures

- **Timing of advanced scheduling requests**

Marion Transit takes reservations at least three working days before appointment and up to two weeks in advance. Currently our county demographics play a large part in this, however, with new scheduling software (currently in acquisition) Marion Transit will strive to reduce the minimum days required to schedule service.

- **On-time passenger pick-up**

Random manifests are reviewed periodically to monitor on-time performance. Adjustments are made after reviewing and discussed with the drivers for improved performance. Those passengers who live in outlying areas of Marion County are required to make their appointments during a window of time that allows transit to be able to pick them up and deliver them in a timely manner. This window may be adjusted to accommodate the client when there is not another alternative. *Marion Transit is in negotiations to purchase and install updated scheduling software that will help improve this as well as provide a more detailed “real-time” analysis.*

- **Improved routing to minimize passenger wait times**

It is one of the goals of Marion Transit to *minimize passenger dwell time*. We monitor this through rider surveys and driving time logs. *Marion Transit is in negotiations to purchase and install updated scheduling software that will help improve this as well as provide a more detailed “real-time” analysis.*

- **Error rates for passenger pick-up and drop-off**

This is monitored and addressed by occurrence but not necessarily a frequent event.

- **Collection of public posting of passenger satisfaction survey ratings**

Marion Transit conducts at least annual customer satisfaction surveys by actual passengers. These surveys are reviewed and analyzed with the overall results being posted on our Facebook page as well as website.

Agency: Marion Senior Services, Inc. d/b/a – Marion Transit
Name of Responder: Clayton Murch, Transportation Director
Email address: cmurch@marionseniorservices.org
Phone number: 352-620-3519

MARIONTRANSIT
RIDER DISCIPLINARY POLICY

1.0 Purpose

This policy and procedure outlines what is considered inappropriate behavior during service delivery or service request. It applies to all Marion Transit clients.

Note: SunTran and Marion Transit have agreed to have reciprocal suspension policies regarding ADA clients. Marion Transit will notify any ADA clients who we have suspended and vice versa.

2.0 Responsibilities

2.1 Drivers – responsible for reporting any unusual incidents to their immediate supervisor. If immediate action is necessary notifying dispatch who will notify the appropriate personnel (i.e. supervisor, law enforcement, etc.) All incidents must also be documented in writing using the incident report. (attached)

2.2 Other Employees – responsible for verbally notifying their immediate supervisor of the incident and completing an Incident Report.

2.3 Supervisor(s) – responsible for investigating the incident and determining any necessary punitive action.

3.0 Violation Classes –

I. Class “A” Offense –

- 1st Offense - Verbal Warning with documentation in Client File
- 2nd Offense – Written Warning with documentation in Client File
- 3rd Offense – Suspension by Transportation Director
 - *No suspension of service will commence while the appeal is being considered.*

II. Class “B” Offense –

- Due to the severity of the offense, immediate suspension until completion of investigation may be necessary. Based on the severity of the offense and the discretion of the Transportation Director will determine the length of suspension from riding privilege.

4.0 Offenses:

1. Class “A” Passenger/Client Violations

- Too Many Carry-ons – limited to 3 grocery bags
- Unauthorized Escorts/Companions

- Fare Violation
- Seatbelt not worn properly
- Verbal Abuse
- Telephone Harassment
- Not At Scheduled Pick-Up Point

2. Class “B” Passenger/Client Violation

A. Disruptive to the Service -

- Holding Bus hostage
- Slanderous language/inappropriate screaming
- Unauthorized use of operating equipment
- Any action(s) that jeopardize the safe operation of the bus

B. Illegal Acts

- Physical Assault
- Indecent Exposure
- Sexual Harassment/Rape
- Illegal Substance
- Alcohol Use / Open Container
- Theft of Property
- Possession of a firearm / illegal weapon

C. Unsafe Acts

- Jumping out of the moving vehicle
- Refusal to wear seatbelt
- Fighting Amongst Passengers
- Throwing objects from the vehicle/within the vehicle
- Damaging Property

D. Telephone Harassment – Menacing Calls

- Continual calling to harass
- Using inappropriate language
- Making verbal threats

5.0 Process:

1. Report Violation Immediately to a supervisor & dispatcher
2. Request Assistance, if needed (i.e. Police, Ambulance, etc.)
3. Follow-up with Supervisor
4. Complete Incident Report (Who, What, When, Where, Why, etc.)
5. Request written statements from any witnesses (other passengers)

5.1 Investigation Process

1. Review of Incident Report – obtain witness statements (if any)
2. Interview Driver/Employee
3. Interview witnesses (if necessary)
4. Request written statement from Client (if necessary) 5 days to respond
5. Meet with Transportation Director to review and finalize.
6. Any recommendation of suspending service will be reviewed and considered by the Marion Senior Services Inc. Executive Director.

6.0 Terms of Suspension (Calendar Days from time of incident)

1. 1st Offense – 1 to 30 days
2. 2nd Offense – 30 to 90 days/New Application
3. 3rd Offense – 90 - 120 days/New Application
4. 4th Offense – 365 days/New Application
5. Indefinite Suspension

Conditions as part of reinstatement may be:

- Travel with an escort
- Proof of Behavior Modifications

7.0 Appeal Process – Service Suspension/Termination

- Riders may appeal any action by Marion Transit with regards to paratransit service within 10 days by submitting a written appeal to: Executive Director, Marion Senior Services, Inc., 1101 S.W. 20th Court, Ocala, Florida 34471. The rider will be notified after a complete investigation within 5 working days after the written appeal request.
- Note: Appeals involving suspension of service will be reviewed by the Marion Senior Services Executive Director.
 - Customers will be notified in writing of the final decision on their appeal.

+++ END +++

MARIONTRANSIT

Rules

For the safety of all our passengers, please observe the following rules. Any violations may result in a warning and more serious violations may require that you get off the bus or not be allowed on.

- No littering
- No weapons
- No bare feet
- No distracting the driver
- No consuming alcoholic beverages
- No flammable or explosive materials
- No lying down or putting feet on seats
- Children must be supervised at all times
- Shirts, bottom attire & shoes are required
- No emitting offensive body or clothing odors
- No eating or open containers of food or drink
- No distributing leaflets or post unauthorized notices
- No displays of lewd or indecent behavior and/or attire
- No loud talking, abusive, profane or obscene language
- You may not physically or verbally harass other passengers or Marion Transit employees
- No use of radios, media players, computers, etc. without headphones and/or on silent setting
- No smoking or vaping
- No soliciting, promoting or attempting to buy or sell anything while on a Marion Transit bus or at a facility
- Pets must be kept in small carriers (Guide dogs and service animals may accompany disabled passengers)

Law enforcement will be called if you:

- Engage in illegal activities
- Engage in fighting or threaten violence
- Fail to leave the bus after being directed by Marion Transit personnel
- Willfully destroying or damaging bus or other property
- Anytime a Driver feels the situation warrants doing so.

NO – SHOWS & LATE CANCELATIONS

Riders who make reservations and are not available for transportation within five (5) minutes after a driver arrives to pick you up will be considered a “No - Show”. Last minute cancellations are defined as a cancellation after five o’clock *the day before* the appointment time. A pattern or practice of these cancellations/no-shows will trigger the possibility of sanctions against future trips. The bottom line is these late cancellations or no-shows prevent others from riding and decreases the efficiency of the system.



DO YOUR PART AND CANCEL AS SOON AS YOU KNOW YOU NO LONGER NEED THE TRIP!

SEAT BELT USE IS MANDATORY WHILE RIDING MARION TRANSIT BUS

SHOPPERS

Limited to 3 grocery bags! You must be able to carry your own bag(s) if necessary. Bags that exceed a reasonable weight **may not be allowed** and it is not the drivers responsibility to carry your bags, but they will assist you. Bag limits are due to space on the bus.

Please call **MARIONTRANSIT** if you have any questions, compliments OR complaints: **352-620-3071.**

www.mariontransit.org

**Office Hours: 8:00 am to 5:00 pm – Monday – Friday
Closed on Major Holidays**



MARIONTRANSIT

www.mariontransit.org



RIDING RULES

Reservations and Information

352-620-3071

1101 S.W. 20th Court

Ocala, FL 34471

PUBLIC TRANSPORTATION

Our Mission –

“Is to provide Public Transportation that offers riders a high-quality safe, reliable, and efficient paratransit experience”

MARION TRANSIT



DRIVER TRAINING MANUAL

Operational Procedures

A division of:



MARION TRANSIT

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MARION TRANSIT

INTRODUCTION

Mission

“Is to provide public transportation that offers riders a high-quality safe, reliable, and efficient paratransit experience”

Goals

- ✓ High Passenger Satisfaction
- ✓ On-time Performance
- ✓ Minimized Passenger Dwell (wait) Time
- ✓ Passenger Safety
- ✓ Deliver Excellent Customer Service
- ✓ Safe Driving

Marion Transit is a Division of Marion Senior Services, Inc. established in 1973. We are a private not-for-profit 501(c)(3) agency who serves as the Marion County Community Transportation Coordinator (CTC). We do not discriminate by race, sex, age, sexual orientation or heritage and are *governed by Florida State Statute Chapter 427 and Rules 14-90 and 41-2.*

As a paratransit provider Marion Transit schedules, over 400 trips a day to meet the transportation needs of our disadvantaged citizens. Trips include medical appointments, life-sustaining nutritional needs, employment related services, education and recreation. Origin to destination transportation services is provided to qualified clients that include the elderly and persons with disabilities. We have a fleet of between 40 and 50 cutaway (24' or less) passenger buses. Combined our buses average over 1 million miles per year.

Our operating hours are typically Monday through Friday beginning at 5:00am until approximately 7:00pm (or the last bus has returned to the yard). Saturday is by appointment only and closed on Sunday's. Reservations is available Monday through Friday from 8:00am until 5:00pm. MT drivers average 8 hours of driving per day.

Per rule 14-90, a driver shall not be permitted or required to drive more than 12 hours in a 24-hour period or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

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Note: It is the driver's responsibility to review their respective daily manifest so they know when to report for duty paying special attention to client "appointment" times.

This manual covers the following:

- Vehicle Safety Inspections
- Defensive and Safe Driving Procedures
- Driver Sensitivity and Passenger Relations

We stress three critical and essential points –

- #1. Professionalism
- #2. Common Sense and
- #3. Safe Transportation.

Three Critical and Essential Points

- ✓ **PROFESSIONALISM** – This is important because professionalism is the key to any successful program. A driver demonstrates professionalism by conducting thorough vehicle safety inspections. The inspections not only create an awareness of the vehicle's safety status but also assist in maintaining a good safety record for the company. This also helps protect you as a driver. Safety inspections can be efficient and less time consuming by using a good checklist. A driver also demonstrates professionalism by dealing with the passengers in a patient and courteous manner. Such treatment makes the passengers feel safer and more secure when they ride on the vehicle. Professionalism is even further demonstrated when the driver uses defensive and safe driving procedures. Being professional is something that is expected!
- ✓ **COMMON SENSE** – This is vital since no presentations can cover all possible situations that can (and will) be encountered during vehicle inspections and relationships with special transit passengers. Common sense is important for defensive drivers since they must drive under the assumption that *other* drivers don't use common sense and not all potentially dangerous situations can be addressed in a single training program. Simply put, you must use common sense in any situation.
- ✓ **SAFE TRANSPORTATION** – This is our GOAL! Of course, it is important to efficiently move people from one point to another, it is more important to move them SAFELY! Before loading your bus with passengers, it is important to make sure that the vehicle is as safe as possible before starting out by conducting a good vehicle safety inspection. Through the practice of good passenger

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relations, it is possible to solicit cooperation from passengers under the most difficult conditions. Passenger cooperation makes a driver's job easier and can help make the trips safer. Of course, good defensive driving techniques reduce crashes and make transportation safer as well.

Remember, **SAFETY IS NO ACCIDENT!**

Rule 14-90 Specific Driver Training

This manual covers the following:

1. Bus transit system safety and operational policies and procedures.
2. Operational bus and equipment inspections.
3. Bus equipment familiarization.
4. Basic operations and maneuvering.
5. Boarding and alighting passengers.
6. Operation of wheelchair lifts and other special equipment.
7. Defensive driving.
8. Passenger assistance and securement.
9. Handling of emergencies and security threats.
10. Security and threat awareness.
11. Driving conditions.

Drivers will cover the following during ongoing Driver Safety training:

1. Communication and handling of unsafe conditions, security threats, and emergencies.
2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
3. Application and compliance with all applicable federal and state laws, rules, and regulations.

NOTE: A complete copy of rule 14-90 is included in this manual along with our Zero-Tolerance Policy and Cell Phone Policy. The latest State of Florida Driver License Official Handbook is available online for the driver to reference.

This manual is designed to provide drivers with on-going refresher references for our system and is a guide used for training.

Continue to next page.

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PART I: VEHICLE SAFETY

OVERVIEW

Every time passengers board your vehicle they are entrusting you, the driver/operator, to transport them safely to their destinations. Inspecting your vehicle for safety defects prior to use is essential to upholding that trust and protecting yourself.

Safety

Industry standards along with federal regulations require drivers/operators to conduct a pre-trip inspection of their vehicles to ensure that the vehicles are highway ready and safe for passengers. This involves a very serious responsibility to check on-board safety equipment carefully and to inspect the inside and outside of the vehicle thoroughly before departing on your first trip each day the vehicle is used. Key safety items that must be checked include the horn, windshield wipers, mirrors, lights, brakes, tires, and wheels. A complete pre-trip inspection is conducted to ensure safety and identify any safety-related defects before the vehicle goes into service.

Security

In today's environment inspection activities should also include equipment security. Criminals and terrorists are known to tamper with safety-related equipment so that it malfunctions. They may also plant foreign objects, like bombs, to directly impact a vehicle.

Signs of vehicle tampering include:

- Scratches or marks made by prying tools
- Open or disturbed compartments and cabinets
- Unusually clean or dirty components
- Missing or unusual light bulbs
- Additional wires leading from battery
- Inconsistent or missing fuel, compressed air, hydraulic or electrical connections
- Items attached to vehicle, wheel wells or frame with magnets or duct tape
- Things that are out of place

If anything unusual, suspicious or threatening is seen or found during vehicle inspection, you should immediately notify your supervisor about your concern.

Marion Transit also requires a post-trip inspection to help identify problems encountered during service. You are required to report and document any vehicle problems encountered during your shift.

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The Impact of Vehicle Inspections

Working as an Operations Manager, “Jane” entered the vehicle yard early one cold winter morning before pullout and noticed an odd sight. The vehicle coming toward her was leaving a deep trail in the gravel behind the driver/operator-side rear tire. The driver/operator was attempting to drive the vehicle, dead-flat tire and all, out for a morning route. Jane flagged the vehicle down and asked the driver/operator why he had not “pre-tripped” the vehicle before driving it. His first response was a sheepish, “but I did.” Jane silently pointed at the rear of the vehicle and the flat tire. He then admitted he had only given the vehicle the “once-over... lightly.”

In this situation, the driver/operator’s choice resulted only in embarrassment. But suppose it had been something less obvious: a knot on the same tire, or brake fluid leaking onto the wheel? The outcome may not have been as minor. During this program, we will show you how to make required safety inspections on your vehicle and how to perform inspections to passenger equipment. It will be up to you to carry out those inspections to ensure the safety of you and your passengers.

Documentation

A sample Vehicle Operator Pre/Post Trip form is included in the Appendix. Refer to this, During a vehicle inspection be sure to properly document any problems you observe on the VOI form, and do not put a vehicle with a safety-related defect into service. Remember that documentation is as important as the pre-trip inspection itself. **Details are key.**

The exact location and nature of problems must be documented on the comment section of your pre- or post-trip form. For example, simply checking “Turn Signals” on your inspection form may not resolve a problem as quickly as, “left turn light *sometimes* remains on instead of flashing.”

PRE-TRIP INSPECTION

There are four components to the pre-trip inspection: *the approach, under the hood, the walk around and on-board*. Breaking it into these four parts makes it easier to quickly identify signs of trouble. Repetition and routine are crucial. Consistently using the same method each time you do a pre-trip inspection will result in quicker and more accurate inspections. If inspecting the exterior of your vehicle clockwise makes most sense to you, do it that way. **Just remember to develop a routine and repeat it daily.**

The Approach

- ✓ Determine if the vehicle is leaning to one side
- ✓ Check for body damage and signs of tampering
- ✓ Check the exhaust for signs of tampering or attached objects
- ✓ Look for oil or other fluid leaks, especially at “hot spots” such as the front under the engine and the rear under the differential.

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Under the Hood

1. Unlock the vehicle and open the hood.
2. Do not start the vehicle for this portion of the inspection.
3. Check for signs of tampering or attached objects
4. Check all fluid levels that require a cold check:
 - ✓ Oil
 - ✓ Washer fluid – Ensure fluid is all weather rated for cold climates
 - ✓ Antifreeze – Most vehicles allow for a check to be made from the overflow reservoir, but you should also check the radiator cap to confirm there is no leakage
 - ✓ Battery – All fluid covers are secured and there is no corrosion on either the battery covers or the terminals and no additional wires are attached
 - ✓ Other fluids – Make note of any other fluids such as refrigerant or oil leaking from the A/C system
 - ✓ Power steering fluid or transmission fluid leaking from hoses or lines should also be noted even though fluid levels may not be checked until the engine is running
 - ✓ Brake fluid
 - ✓ Check all belts and hoses for wear: cracked or worn belts and hoses should be noted on your Pre-Trip
 - ✓ Check *all* belts including the fan, A/C compressor, water, power steering, and alternator



The Walk Around

Prepare vehicle for the Walk-Around:

- ✓ Start the engine and turn the engine on fast idle (if so equipped); make sure the transmission is in neutral or park, as appropriate for the vehicle, and the parking brake is set
- ✓ Turn on the inside and outside lights and the 4-way flashers
- ✓ Turn on the heater or A/C, depending on weather
- ✓ Briefly test the horn and the windshield wipers and washer
- ✓ Instead of checking hoses for snugness: check for belt tension and condition

Exit vehicle and starting from the front door, walk counterclockwise noting:

- ✓ Front Curb Side
- ✓ Frame and underbody
- ✓ Right front tire, wheel, and wheel well
- ✓ Front door glass
- ✓ Side turn/4-way signal lights
- ✓ Clearance lights and reflectors

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- ✓ Mirrors and mirror mounts
- ✓ Front of Vehicle
- ✓ Frame and underbody
- ✓ Fluid leaks or abnormal engine noise
- ✓ Headlights (high & low); Note: Board vehicle to switch beams
- ✓ Check for body damage
- ✓ Windshield glass not chipped or cracked
- ✓ License plate present and secure
- ✓ Wipers blades not brittle or torn
- ✓ Turn signals/4-way flashers
- ✓ Clearance lights and reflectors
- ✓ Left Side – Front to Rear
- ✓ Mirrors and mounts
- ✓ Driver/operator's side window
- ✓ Frame and underbody
- ✓ Front and rear tires, wheels and wheel wells
- ✓ Side turn signals/4-way flashers
- ✓ Clearance lights and reflectors
- ✓ Check for body damage
- ✓ Passenger windows

Rear of Vehicle

- ✓ Frame and underbody
- ✓ Brake lights (assisted or wall test after re-boarding vehicle)
- ✓ Turn signals/4-way flashers
- ✓ Clearance lights and reflectors
- ✓ Check for body damage
- ✓ Rear window glass
- ✓ License plate present and secure, light functioning
- ✓ Fluid leaks
- ✓ Rear to Front Curb Side
- ✓ Frame and underbody
- ✓ Right rear tires, wheel, and wheel well
- ✓ Clearance lights and reflectors
- ✓ Check for body damage
- ✓ Passenger windows

As you probably noticed, there were several recurring items to inspect as you walked around the vehicle:

- ✓ Frame and underbody
- ✓ Tire and rim checks
- ✓ Fluid leaks
- ✓ Body damage

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- ✓ Damaged or malfunctioning reflectors or clearance lights
- ✓ Condition of window glass

NOTE: There is no way to properly check these items from one vantage point. To check each tire, all window glass, etc., you must perform a continual condition check as you walk around the vehicle.

Detailed Tire and Rim Check:

(Things to check for when inspecting)

- ✓ Tread depth – Make sure tread is not below the wear-bars, (the raised bar that runs perpendicular to the tread). Tread depth should be even from sidewall to sidewall.
- ✓ Each tire should be checked at the location showing the greatest wear.
- ✓ Sidewalls should be in good condition with no bulges or knots that may indicate cord separation.
- ✓ Look for nails or other objects in the tires. A nail or screw may not cause air to leak out immediately but may lead to a sudden flat if it goes undetected.
- ✓ Valve stems should be in good condition, not cut or cracked. One way to check stems is to flex the stem slightly from side to side and listen closely for leaking air.
- ✓ Check for cracks or dents on the wheel rims.
- ✓ Visually check the inflation of the tires. It is also important that tires be checked with a pressure gauge if available.
- ✓ Check for gear oil or brake fluid leaking onto the wheels.
- ✓ Rust around the wheel lug nuts may indicate that nuts are loose. Check to be sure they are tight. In no instance should a lug nut be missing.



On Board

Passenger Seating Area:

- ✓ Check for items left by maintenance
- ✓ Ensure each seat mount is secured to floor
- ✓ Check for any torn or damaged seat cushions or frames
- ✓ Check seat belts (if applicable) for missing/worn parts
- ✓ Check for suspicious objects, light bulbs and any signs of tampering
- ✓ Check to see if flooring is clean, dry, and free from tears or loose mounting

Driver/Operator's Area

- ✓ Ensure fire extinguisher is on board and charged
- ✓ Ensure first aid and bio-hazard kits are on board and fully stocked
- ✓ Check for seat belt cutter and make sure it is within reach of your seated position
- ✓ Check for presence of three triangle reflectors or flares
- ✓ Ensure emergency equipment is secured in place
- ✓ Ensure your seat belt is in working order

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- ✓ Check operation and adjustments of your seat
- ✓ Check that all gauges and indicator lights are functioning properly
- ✓ Check that mirrors are adjusted for your seated position
- ✓ Check for signs of tampering or unusual objects
- ✓ Ensure a flashlight is on board
- ✓ Ensure a Jack handle is on board if the vehicle is wheelchair lift equipped

Brakes –

Hydraulic (typically found on smaller transit vehicles)

- ✓ Pump brake pedal several times then hold down for 5 seconds
- ✓ Pedal should not move (depress further) during the 5 seconds it is held
Down

Stairwell

- ✓ Lights in stairwell are working properly
- ✓ Doors open and close appropriately
- ✓ Ensure no trip hazards or handrail obstructions

Lift and Lift Door (applies to both large and small transit vehicles)

- ✓ Doors open and close properly + shocks functioning
- ✓ Light above lift door turns on when door is opened
- ✓ Lift controls are secured, toggle switches and wiring harness in good shape
- ✓ Backup manual lift handle is present
- ✓ Lift cycles down/up, unfolds and folds properly, toe plate & rear plate working
- ✓ Check that no hydraulic fluid is leaking from lift pump
- ✓ Check deployed ramp alarm
- ✓ Check for signs of tampering or attached objects
- ✓ If the vehicle is equipped with additional securement devices (wheelchair extension securement straps, oxygen tank holders, etc.), these items need to be checked also.

Wheelchair Securement

- ✓ Ensure an adequate number of securement devices and seat belts are available to secure all wheelchair positions
- ✓ Check that securement mechanisms function correctly and that belts are not torn or frayed
- ✓ Check that devices are properly stored, not left out on floor
- ✓ Make sure securement tracks are clean and free of debris
- ✓ Check presence & location of strap cutters

EN ROUTE INSPECTION

While you are driving – watch gauges and use your senses (**Look, Listen, Smell, Feel**) to check for signs of trouble. If you see, hear, smell or feel anything unusual, check it out.

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Looking for trouble

- ✓ Sudden drop in oil pressure on gauges
- ✓ Low or no oil pressure
- ✓ Excessive oil consumption
- ✓ Smoke or steam coming from under the dash or hood
- ✓ Scuffed tires or spotty wear
- ✓ Leaking fluid evident when vehicle is parked

Listening for trouble

- ✓ Sharp knock when picking up speed
- ✓ Light knock when engine is idling
- ✓ Dull regular knock
- ✓ Clicking or tapping
- ✓ Continuous or intermittent squeal
- ✓ Loud exhaust noise
- ✓ Engine backfiring or sputtering, popping, or overheating
- ✓ Steaming or hissing from engine, cooling system, and/or brakes

Smelling trouble

- ✓ Fuel (gasoline, CNG, propane, diesel)
- ✓ Burning rubber
- ✓ Burning oil
- ✓ Hot brakes
- ✓ Hot engine coolant or steam
- ✓ Hot electrical wires
- ✓ Exhaust fumes inside vehicle

Feeling trouble

- ✓ Excessive vibration (engine, steering wheel, and/or drive line)
- ✓ Low or high speed shimmy
- ✓ Hard or wandering steering
- ✓ Excessive heat from a tire, wheel, or wheel well

WHEN YOU STOP DURING YOUR SHIFT:

Look at gauges, lights, tires and rims DURING EACH STOP: Listen, Smell or Feel for any signs of brake trouble WHEN USING THE LIFT: Look and Listen to ensure proper lift and securement function or detect fluid leaks coming from the lift mechanism.

IF IT SMELLS LIKE SOMETHING IS BURNING,

and you don't see anything in the environment around to account for the smell, the something might be your vehicle! You should find a safe place to pull off the road as soon as possible. If the smell you observed continues or is accompanied by any sign of smoke or flame in or outside your vehicle, passengers should be evacuated immediately to a safe location. Notify dispatch!

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Defects -



POST-TRIP INSPECTION

When you leave your vehicle, you should check to see:

- ✓ Parking brake is set and secure
- ✓ All passengers have exited vehicle
- ✓ No passengers' personal property was left on board
- ✓ All windows and hatches are closed, doors are locked
- ✓ Spray bus with disinfectant
- ✓ No signs of damage or vandalism are apparent inside or outside the vehicle

When changing vehicle assignments, relieving another driver/operator in service, or at the end of a shift, you should perform another vehicle inspection and fill out the appropriate Pre-post Trip form.

- ✓ Bus should be parked with a full fuel tank

(Remember, critical safety defects should have been reported during your shift and would have led to a change of vehicle assignment.)

Noting mechanical failures or other service problems allows repairs to be made and alerts the next person taking overuse of the vehicle to any problems.

Vehicle Cleanness -

Our image is paramount. It is the drivers' responsibility to keep their bus clean, both inside and outside!

- ✓ Outside – Drivers are encouraged to wash their buses at least once a week and if necessary more. Love bugs should be removed ASAP so they do not damage the exterior of the bus. The bus wash has brushes and cleaning supplies available as well as a dry vacuum.
- ✓ Inside – Drivers should ensure that the passenger compartment is kept clean and tidy. Floors need to be swept and mopped. Seats and handrails should have sanitizer used when cleaning. Dashboards should also be wiped down and always kept free of debris (paperwork) so that visibility isn't impaired.

Spray sanitizer may be used throughout the day, but specifically at the end of the shift.

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PART II:

DRIVER / OPERATOR SAFETY

OVERVIEW

Defensive driving may appear, at first glance, to be those things that keep you out of harm's way as you drive your vehicle. For the transit driver/operator, however, it is much more. Defensive driving encompasses *all* aspects of your day, from the pre-trip inspection until your defect report is complete. It is a total process that helps ensure the safety of you, your passengers and others on the roadway.

Both you and the vehicle are equipped with defensive driving tools and equipment. On the vehicle this includes seat belts, brakes, mirrors, lights and turn signals. Your tools include your eyes, ears, nose, hands, feet, and – most importantly – your brain. With these tools, you acquire defensive driving skills including:

- ✓ The knowledge of you and your vehicle's capabilities and limitations
(**do your homework**)
- ✓ The ability to survey what is on and near the road (**be alert**)
- ✓ The capacity to assess potential hazards and their potential impact
(**use foresight**)
- ✓ The ability to identify alternatives and make the best choice quickly
(**use judgment**)
- ✓ The expertise to safely maneuver the vehicle (**practice**)

One way to remember the important defensive driving procedures that should guide you while you are driving is the I.D.P.E. Driving Method. This four-step process is designed to help you **see**, **think**, and **act** in all situations.

Remember the four steps in the IDPE process and use them every time you drive:

- ✓ **I = Identify:** As you drive, look for and **Identify** potential hazards such as other vehicles, wildlife in the roadway, signs and signals, etc.
- ✓ **D = Decide:** When hazards appear in your path, you must **Decide** quickly how to react in order to avoid the obstacle or minimize its impact.
- ✓ **P = Predict:** Use your experience, knowledge, and judgment to **Predict** what will happen next. Judge where and when possible accidents may occur.
- ✓ **E = Execute:** Once you have decided upon a course of action, you must **Execute** quickly and decisively to keep you and others safe.

DEFENSIVE DRIVING = Preventing accidents regardless of conditions or the action of others

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PHYSICAL AND EMOTIONAL CONDITIONS

As a professional driver/operator it is important to recognize that your “tools” can be inhibited by physical and emotional conditions. Your reaction time will be substantially reduced by fatigue, so a healthy diet and sufficient rest are essential to your ability to report to work “fit for duty.”

Transit operators should take their designation as “safety sensitive employees” very seriously. You are charged with the personal safety of many lives. Consuming anything that may affect your ability to respond to a hazardous situation is irresponsible and could be life threatening.

Alcohol in any amount affects alertness and judgment and should not be consumed on the job or within four hours before reporting for work. Prescription medication may also diminish your ability to safely operate a vehicle. Possible side effects of a prescribed medication should be discussed with your physician. Several common over-the-counter medications, including cough and cold remedies and antihistamines, can also cause drowsiness that affects safety. Illegal drug use, of course, is against the law. Be sure you understand your organization’s policies regarding random, reasonable suspicion and post-accident drug and alcohol testing. For more information visit <http://www.fmcsa.dot.gov/regulations/drug-alcoholtesting-program>.

Emotional conditions can interfere with concentration and driving safety as well. Driver/operator safety requires complete attention to the vehicle, the roadway, and potential problems. Your safety begins with reporting to work cool, calm, and in control. This demands a healthy lifestyle that includes freedom from legal and illegal substances, sufficient rest, and some degree of mastery over personal stress. It is also important that you find a way to resolve personal conflicts and maintain good passenger relations so that emotions do not interfere with safe driving. Anything that diverts your attention from driving should be considered unsafe. This includes objects placed on the vehicle dash, anything that obstructs your view of the entire windshield, instrument panel, side or rear windows and mirrors, and communications devices such as cell phones that divert your attention from the roadway. Root causes of accidents – being hurried, distracted, complacent or fatigued. Most vehicle collisions (and other types of accidents) are caused by human factors, or human error. The errors are most often induced by one of these root causes.

It is important to remember that Marion Transit has a “Zero” tolerance for illegal drugs. We conduct random drug tests to conform with FDOT rules.

BASIC VEHICLE CONTROL

As indicated earlier, the vehicle also has defensive driving tools and equipment including the steering wheel, brakes, defroster, windshield wipers, mirrors, seat belts, and turn signals. The following is a description of techniques to enhance driving safety when using your vehicle’s defensive driving tools and equipment.

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Accelerating

Speed up smoothly and gradually so the vehicle does not jerk. Smooth and even acceleration is the goal, whether accelerating *while moving* or accelerating *from a stop*. Rapid acceleration is hard on the engine, transmission, and differential parts, and reduces gas mileage.

An aggressive driving style, at a minimum, will cause passengers to lose confidence in the driver/operator and may cause passenger injury or property damage.

Steering

Hold the steering wheel with BOTH hands. It's OK to vary hand positions to avoid fatigue, while using 9 and 3 o'clock as a guideline for ideal hand positions to maintain comfortable control. By holding the wheel in this position, you can smoothly steer left by pulling the wheel with the left hand and pushing it with the right and vice versa. Some larger vehicles may require a hand-over-hand turning method, where both hands alternate in pulling the wheel in one direction and then returning it after the turn. When steering, thumbs should not be hooked under the wheel. While driving, do not wear jewelry that could get caught on the wheel. Also, never hold the steering wheel with your forearms over the horn. In the event of an accident, the airbag deployment would cause serious injury.

Braking

Hard braking is uncomfortable for passengers and generates more heat than steady, light braking. Choosing the right gear and speed will prolong brake life and reduce the chance of brake fade caused by a build-up of heat in braking surfaces.

- ✓ **ABS (Automatic Braking System):** If your vehicle is equipped with ABS brakes, all braking should be done by applying constant steady pressure.
- ✓ **Curves:** Slow down to a safe speed BEFORE you enter the curve. Drive at a constant speed through the curve and accelerate back to a safe speed coming out of the curve.
- ✓ **Emergency Braking:** If an emergency situation should call for a swift stop, you should brake in a way that will allow the vehicle to continue traveling in a straight line. Use either the "Controlled" or the "Stab" braking methods:
 - **Controlled Braking** is applying the brakes as hard as you can *without* locking the wheels. Keep steering wheel movements small. If you need to make a larger steering adjustment, or if the wheels lock, *release the brakes*.
 - **Stab Braking** is applying the brakes *all the way*, (as far as they will go). Release the brakes when the wheels lock up. As soon as the wheels start rolling, fully reapply the brakes again. If the vehicle is equipped with ABS brakes, braking should be done by applying constant, steady pressure to the brake pedal. The ABS system will constantly apply and release brakes to prevent the wheels from locking up.

Note: It can take up to a full second for the wheels to start rolling again after release. If you reapply the brakes before the wheels start to roll, the vehicle won't straighten out.

- ✓ **Braking after a Blowout:** *Stay off the brakes!* Use of brakes after a tire failure could cause a loss of control. Unless there is an immediate danger of a crash, stay off

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the brakes until the vehicle has slowed, then brake gently, pull off the road and stop.

- ✓ **Wet Brakes:** When driving in heavy rain, or through deep standing water, your brakes will become wet. When that happens, brakes will be weak, react unevenly, and may lock up causing a loss of control. Avoid driving through standing or flowing water if possible. If you must drive through water: slow down, place transmission in a low gear, and gently apply brakes while traveling through the water. This will decrease the chance of dirt or liquid getting into linings.

Signaling and Turning

- ✓ **Directional Signals** – Use signals for every movement of your vehicle from its current lane of travel. Signal 150 feet, or more if appropriate, prior to turning or changing lanes – give more warning at higher speeds.
- ✓ **Lane Changes** – Put your turn signal on before changing lanes. Change lanes slowly and smoothly. Continually monitor the lane you are merging into, paying special attention to blind spots. Re-establish following distance as appropriate.
- ✓ **All Turns** – Place your foot over the brake pedal (cover the brake) while turning and slow to an appropriate speed. Check for pedestrians, bicyclists, and vehicles on the street you are about to enter. Check left and right prior to turning. Signal early – at least 150 feet prior to turn or lane change. Signal continuously – don't end the signal until you have completed the turn. Don't forget to turn your signal off after completing the turn, as self-cancelling signals do not always function correctly.
- ✓ **Left Turns** – Keep wheels straight if waiting for oncoming traffic. For two-lane streets/roads, start the turn when the front of your vehicle lines up with the centerline of the intersecting street. Scan and keep your head and eyes moving while turning. Use your mirrors to check clearance. If possible, make left turns from a designated left turn lane.
- ✓ **Right Turns** – Approach the intersection so that other vehicles are not tempted to squeeze by on your right. Check that you are able to see clearly down the street onto which you are turning. Start the turn when the front wheel of your vehicle is in line with the curb (or obstacle your vehicle must clear) on the intersecting street. Scan and keep your head and eyes moving while turning. Use your mirrors to check clearance.
- ✓ **Slowing and Stopping** – Warn drivers behind you with a few taps of your brake when you know you will need to slow down or if you see a hazard ahead that may require you to slow or stop. Service stops should be made as close to the curb as possible without curbing wheels (front tire within 6 inches of the curb).

Backing

Backing the vehicle can be hazardous and should only be done when absolutely necessary. If you must back the vehicle you should take the following steps:

- ✓ If unsure of surroundings, get out of the vehicle to assess any hazards or obstacles.
- ✓ If feasible, use a competent adult “spotter” to guide and signal you. Have the spotter stand where he/she is visible in your left mirror.
- ✓ Before backing, scan in all directions and check the rear of the vehicle in both mirrors.

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- ✓ After checking, turn on the four-way flashers, honk the horn (if vehicle does not have a back up alarm), and continue to give short beeps while in motion.
- ✓ Scan back and forth in both mirrors while backing and confirm clearances.
- ✓ Having a spotter does not relieve you of the responsibility to back the vehicle safely.

Following Distance

The distance between your vehicle and the vehicle you are following should allow for safe stopping regardless of the actions of the lead driver. While there are rules of thumb regarding following distance, what is safe will depend upon the driver/operator, the vehicle, weather conditions, road conditions, traffic conditions and speed of travel. So how much space do you need?

- ✓ One second of space for each 10 feet of vehicle – below 40 mph
- ✓ Add one second for speeds greater than 40 mph
- ✓ Example: for a 30 foot bus in slower city traffic: 3 seconds between you and the vehicle in front of you.
- ✓ Example: for a 30 foot bus on an Interstate: 4 seconds minimum between you and the vehicle in front of you.
- ✓ An easy trick is to use the “4 Seconds” Rule.

Controlling Speed and Stopping Distance

Total Stopping Distance is a combination of:

- ✓ **Perception Distance:** How far your vehicle travels from the time your eyes see a hazard until your brain recognizes it
- ✓ **Reaction Distance:** The distance traveled from the time your brain recognizes the hazard and your foot pushes the brake pedal
- ✓ **Braking Distance:** The distance required to stop the vehicle once the brakes are applied
- ✓ Driving too fast (over the speed limit and/or what road conditions allow) is a major cause of fatal accidents. Speeding reduces your ability to steer safely around curves or obstacles, extends the necessary stopping distance, and increases the distance your vehicle travels while you react to the situation.

What to do about Tailgaters?

- ✓ Increase following distance for the safety of vehicles in front of you
- ✓ Don't speed up on account of the tailgater
- ✓ Avoid tricks such as flashing your brake lights
- ✓ Avoid quick changes: Signal turns and lane changes well in advance
- ✓ Consider pulling off the roadway to let tailgaters pass

Curves

Speed limits for curves are established with many factors in mind such as an average driver/operator's skill, an “average” vehicle's steering and suspension system, the road surface and degree of the curve bank.

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When negotiating curves:

- ✓ Slow to below the posted speed
- ✓ Do not brake during the curve unless necessary
- ✓ If you must brake, apply brakes gently While some posted speed limits on curves may make allowances for wet pavement, they do not make allowances for snow and ice. *If in doubt, just slow down.*

Train Crossings

- ✓ **Stop at all railroad crossings**
- ✓ Turn on the four-way flashers 150 feet before reaching the tracks
- ✓ Move as far to the right as is safely possible
- ✓ Stop the vehicle between 15 and 50 feet before the crossing; look for and stop behind the wide solid white line at signalized crossings
- ✓ Listen and look in both directions for oncoming trains
- ✓ If necessary, open the passenger door or window to see or hear approaching trains
- ✓ Do not rush to beat a train across the tracks
- ✓ When stopped for a passing train, do not proceed across the tracks until you make sure there isn't another train coming from the other direction

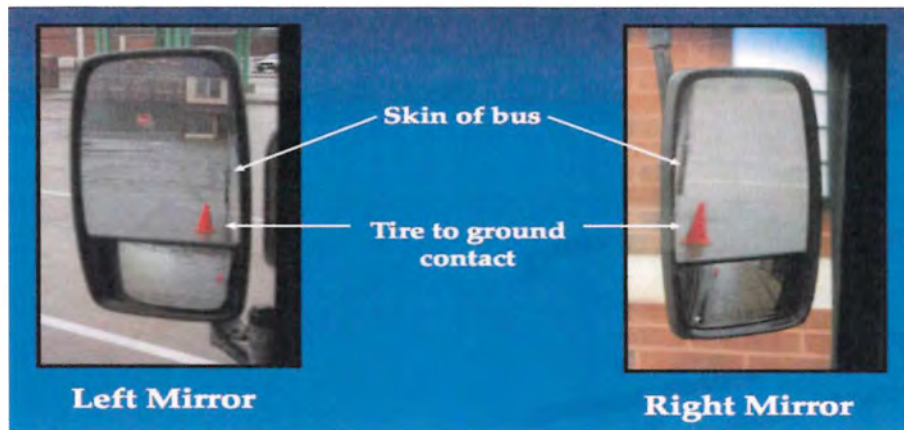
Mirrors and Blind Spots

It is important to follow the correct procedure for setting the rearview, if so equipped, and side mirrors. In order to maximize your vision:

- ✓ Adjust the driver/operator's side mirror by resting your head against the driver/operator's side window and move the mirror so that you barely see the side of your own vehicle.

Move your head the same distance to the right and repeat the process with the outside mirror. Also, adjust outside convex mirrors and rearview mirror, if equipped, to maximize side and rearview visibility While mirrors are essential safety tools, all vehicles have blind spots. You need to know your vehicle's blind spots and be aware that other vehicles have blind spots too. As signs on large vehicles often warn, "If you can't see my mirror, I can't see you." By regularly checking your mirrors and the road ahead you will increase your awareness of what is ahead and behind the vehicle. This will improve your recognition time and may speed reaction time.

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Passing on Two-Lane Roads

Passing a vehicle on two-lane roads should be avoided. If you must pass another vehicle on a two-lane road:

- ✓ Maintain your following distance until ready to pass
- ✓ Make sure there is no oncoming traffic, and that you are in a passing zone
- ✓ Check your left mirror, turn on your left turn signal, and smoothly accelerate past the vehicle
- ✓ As you pass the vehicle turn on your right turn signal and retake the lane once you are sure you have left the other vehicle with sufficient following distance

When being passed by another vehicle on a two-lane road:

- ✓ Maintain a constant speed
- ✓ Be prepared to drop back to establish "4 Seconds Rule" following distance

Intersections

Even though we spend less than 2 percent of our total driving time at intersections, according to the National Highway Transportation Safety Administration, more than half of all injury accidents happen at intersections. When approaching an intersection:

- ✓ On approach, check the intersection to the left, then right, then left again; turn your head along with your eyes to expand your peripheral vision to get a wider view of anyone who might be entering the intersection
- ✓ Reduce speed if you cannot see 100 feet in both directions on the cross street
- ✓ Anticipate – Survey the road for pedestrians, bicyclists and other vehicles that could cross your path
- ✓ Observe the rules of the road for the stoplight, stop sign, or yield sign facing you
- ✓ Even if you have the right of way, cover the brake and be prepared to stop until you confirm the intersection is clear of conflicts, any cross traffic is yielding to you, and it is safe to proceed
- ✓ Do not take for granted that other vehicles, pedestrians, or bicyclists will stop for their stop sign or red light
- ✓ Always scan left, right, left before moving from a fixed location or pulling from a stop.

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ADVERSE CONDITIONS

Reduced Visibility

When driving in reduced visibility situations (dust, smoke, fog, rain or ~~snow~~):

- ✓ Slow down
- ✓ Turn on your lights
- ✓ Use your low-beams; high-beams reflecting off ~~snow~~, rain or dust tend to reduce visibility
- ✓ Increase following distance to two or three times that of normal driving conditions
- ✓ Avoid stopping in or alongside the roadway in dense fog, smoke, or ~~snow~~; this could result in a serious rear-end collision from traffic behind you

Bad Weather

Foul weather increases recognition distance and stopping distance for you and other vehicles on the road. In any conditions of poor visibility, be prepared to stop within the distance you can see.

When driving in adverse weather:

- ✓ Slow down
- ✓ Turn on your lights
- ✓ Increase following distance to two or three times that of normal conditions
- ✓ Use windshield wipers and defrost to keep windows and mirrors clear
- ✓ Remember that roads can be slickest when it starts to rain and the water mixes with tar and oils that have accumulated on the road surface
- ✓ Wet road surfaces create glare and reflections that can make pavement markings and lane striping hard to see

Winter Driving

When faced with winter conditions:

- ✓ During the pre-trip inspection pay particular attention to tire tread, vehicle heating system, and on-board emergency equipment
- ✓ Increase following distance by two or three times normal
- ✓ Take curves at slower speeds; brake prior to curve
- ✓ Anticipate stops early and slow down gradually
- ✓ Watch for overpasses, underpasses and shady areas where ice tends to form
- ✓ Snow and ice can obscure lane striping and make it difficult to see the edges of the roadway

Summer Driving

- ✓ During the pre-trip inspection pay particular attention to tire condition, vehicle cooling/ventilation systems, and on-board emergency equipment
- ✓ While driving, check engine temperature gauge and watch for coolant spills
- ✓ In *extremely* hot weather

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- ✓ Inspect tires every two hours or 100 miles, whichever comes first. If tires are too hot to touch, remain stopped until tires cool down
- ✓ Watch for “bleeding tar” that has risen to the road surface
- ✓ Check that the radiator is clear of dirt, leaves, litter, or other debris that can block the flow of cooling air

Driving Through Water

Avoid driving through deep water if possible. If you are unable to avoid driving through deep puddles or flowing water, you should:

- ✓ Slow down
- ✓ Place transmission in low gear
- ✓ Increase engine RPM and cross the water
- ✓ After you exit the water maintain light pressure on the brakes for a short distance to heat them up and dry them out
- ✓ Make a test stop when safe to do so:

Check behind to make sure no one is following, and then apply the brakes to be sure they work correctly

- ✓ Do not drive your vehicle through swiftly running water or standing pools whose depth cannot be judged. A few inches of a strong current can undermine roadbeds, as well as carry your vehicle off the roadway.

Night Driving

You are at greater risk when you drive at night since poor lighting, glare, and other factors increase hazard recognition time as well as driver/operator reaction time.

- ✓ **Poor Lighting** – In the daytime there is usually enough light to see well. This is not true at night. Some areas may have bright streetlights, but many do not.

On most rural roads you will probably have to depend entirely on your headlights. Less light means you will not be able to see hazards as clearly or as soon. Rain, snow, and ice create glare and reflections that make night driving even more hazardous. Note that dirty headlights produce only a fraction of the light they should, so keep headlights clean.

- ✓ **Glare** – You can be blinded for a short time by bright lights, and it takes time to recover. The risks are greater for drivers/operators whose visual recovery time is higher.
- ✓ **Visual Recovery Time** – The time it takes night vision to return after encountering a bright light. Causes of increased visual recovery time include:
 - ✓ Age – recovery time increases as people get older
 - ✓ High blood pressure
 - ✓ Diabetes
- ✓ **Other Drivers** – There is an increased number of tired and intoxicated drivers
- ✓ on the road at night. Recognition and reaction time are both slowed by exhaustion and
- ✓ intoxication.

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✓ **Headlights** –

Studies have shown the safety value of leaving headlights on at all times, but policies vary from one agency to the next; know your agency's policy regarding keeping lights on during the day. The majority of Marion Transit buses are equipped with daylight running lights.

All transit drivers/operators should turn on lights approximately one hour before it gets dark and leave them on until the sun has risen above the horizon and the lights can no longer be seen on the road surface. At night, low beams allow you to see about 250 feet ahead of you. High beams extend your sight distance to 350-400 feet. If using high beams, make sure to dim within 500 feet of other vehicles to prevent glare for other drivers. Defensive driving dictates that you adjust your speed to keep stopping distance within your sight distance (i.e. going slow enough to be able to stop within the range of your headlights).

If a vehicle approaches with its high-beam lights on, look towards the edge of the road on your right. DO NOT flash your bright lights at oncoming drivers as it temporarily impairs their ability to see the road and your vehicle. If your lights should fail:

- ✓ Try high and low beams (one may work)
- ✓ Pull safely off the roadway and inform your passengers
- ✓ Set up the emergency warning equipment (triangles, flares)
- ✓ Call the dispatcher for further instructions

Windshield and Mirrors – Bright lights refract off dirt on windshields and mirrors, creating glare, so it is particularly important at night to have clean windshields and mirrors

Turn Signals and Brake Lights – At night your turn signals and brake lights are even more important for communicating with other drivers/operators. Make sure you have clean, working turn signals, brake lights, taillights, clearance lights and reflectors.

CELL PHONE USE

Marion Transit has a no cell phone use policy. The policy is included in the appendix.

RADIO COMMUNICATIONS

Official communications with dispatch or fellow drivers, whether by cell phone, two-way radio or mobile data computer, should be kept to a minimum. If there is a need for extended communication with dispatch or other drivers/operators, you should first find a safe place to pull off the road then continue your communication.

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SAFETY BELTS

The law states that the driver/operator must use the seat belt assembly before operating the vehicle. Marion Transit requires that passengers also must wear their seatbelts when the vehicle is in motion.

The National Highway Transportation Safety Administration estimates that safety belts save about 15,000 lives a year.

In short, **wear your seat belt** and encourage others to do the same. MSS requires everyone to wear seat belts including passengers!

Continue to next page.

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PART III: PASSENGER SAFETY

OVERVIEW

It is you, the driver/operator, who must ensure that passengers board and depart your vehicle safely. You must also be aware of special procedures for those passengers with special needs, including individuals who use mobility devices (wheelchairs, scooters, walkers, etc.), the frail, elderly, and children. This section will provide important information on passenger relations and crisis management to help you do your job effectively, regardless of the situation.

SAFEBOARDING OF AMBULATORY PASSENGERS:

Slips and Falls

Passenger falls are one of the more costly casualty losses in the transit industry today. As a driver/operator, you should do your utmost to remain stopped while passengers are moving to their seats, and to accelerate and brake smoothly at all times. Entrance steps to your vehicle should be equipped with treads and a sturdy handrail to prevent slippage. During foul weather you should periodically clear steps of snow, ice and water build-up. Be sure to caution boarding passengers of slip hazards.

In the Parking Lot

Parking lots are a high-risk environment and should be avoided when possible. Extreme care must be taken to avoid pedestrians crossing outside of crosswalks and cars backing out of parking spaces. Passenger drop-off or pick-up should be planned so that your vehicle can enter and exit without the need to back up. Report stop locations that you believe are unsafe.

Seat Belt Use by Passengers

Seat belt use is mandatory when on Marion Transit equipment (both driver and rider). As a driver/operator, it is your responsibility to ensure that you and all your passengers abide by the agency's seat belt policy. You must fasten your seat belt and remind passengers, ambulatory and non-ambulatory, to use their seat belts. If any rider is reluctant to wear his/her seat belt, report the issue to dispatch.

Rural Roads

Rural roads can be difficult to navigate due to surface conditions, road width, lack of shoulders, winding turns, mountains and valleys, and few places to turn around. Reasonably open areas, such as gas stations or parking areas can be used to avoid backing up. If you must back up, get out of your vehicle to look for hazards and, if possible, use a spotter. Because rural roads are,

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by nature, sparsely populated, common sense should be exercised when dropping passengers in isolated areas, particularly during inclement weather.

Stop Locations

The decision where to stop should consider safety for boarding and disembarking. While every transit stop may not be ideal, you should alert management to safety hazards caused by the location of stops. MSS provides ORIGIN TO DESTINATION (door to door) service.

SAFEBOARDING OF NON-AMBULATORY PASSENGERS

The goal of any transportation system is to provide the mobility options that meet the travel needs of the community. For people who use wheelchairs or other mobility devices, a trained and empathetic driver/operator can make a positive contribution to their quality of life.

Understanding Your Responsibility

As a driver/operator, you are responsible for the safe boarding, securement, transport, and de-boarding of people who use wheelchairs and other mobility devices. Marion Transit Drivers will completely facilitate boarding and de-boarding of people in wheelchairs. All passengers should be instructed to remain in their seats until instructed by the driver/operator they may get up. This will allow passengers needing assistance to be helped by the driver/operator when ready.

Accommodating Disability Equipment

For vehicles with side lifts, you must leave sufficient space between the lift and the curb (or you must park close enough to deploy the lift *on* the curb and sidewalk) to board passengers in wheelchairs. In either case, you must select a flat area to ensure that the toe guard flap works properly.

Wheelchair Basics

Knowledge of wheelchair basics is essential. First and foremost, a wheelchair is considered an extension of a person's body. Before you take charge, ask the passenger what assistance is needed. It isn't polite to grab someone's arm without asking; the same can be true with a person in a wheelchair. Talk with the person in a wheelchair as they perform any maneuvers. Ask how the brakes function, or in the case of a motorized wheelchair or scooter, how the power may be turned off. During lift operations and after on-board securement, it will be necessary to engage the brakes and/or power off the motorized wheelchair or scooter.

Lift Operations

When arriving to board a person with a mobility device (wheelchairs, scooters, etc.):

- Ensure that the maximum lift weight is not exceeded. Each lift has the weight limit posted on them or nearby. Currently Marion Transit buses are equipped with either 800 or 1000-pound lift. *NOTE: When a 1000 pound lift is needed it will be noted on the drivers manifest.*
- Stop on level ground with room for the platform to deploy

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- Put the vehicle in park, set the parking brake and turn on the four-way flashers
- Deploy the lift
- Power chairs and scooters should have the power turned off once the passenger boards the lift, then turned back on in low or “turtle mode” to maneuver safely into position on the vehicle. Only in a situation in which the wheelchair user cannot safely maneuver their power chair either onto the lift or into the vehicle would a driver/operator disengage the power to allow pushing by hand to safely assist the passenger
- Depending on the type of vehicle used:
 - Side boarding van – back the passenger onto the platform
 - Rear boarding van or ramps – push the passenger forward onto the platform*Note: The ADA allows passengers to decide whether they want to board forward or rear-facing.*
- Make sure the mobility device brakes are set, ask the passenger to place their hands on their lap and make sure their feet are clear of the toe-guard flap to avoid any injury while being boarded.
- If the lift has securement handles, ask the passenger to take hold of them.
- If the lift has a securement belt, the belt must be secured before operating the lift.
- Inform the passenger before the lift is engaged.
- Hold onto the mobility device when raising and lowering the lift.
- Once the lift platform is level with the vehicle floor, disengage brakes on the mobility device and push the device into the vehicle so that all wheels are on the vehicle floor. The driver/operator should either be able to gently assist the wheelchair passenger into the vehicle or should leave the passenger completely on the lift, enter the vehicle through the front door and pull the passenger into position. Under no circumstances should the operator position the passenger with wheels both in the vehicle and on the lift. All wheels on the mobility device should be either in the vehicle or on the lift.
- Re-engage brakes on the mobility device, then raise the lift to a semi-stowed position. This prevents the passenger from rolling back onto the lift.
- Release the mobility device brakes and steer or move the passenger into the securement location in a front facing position.
- Secure the passenger using the procedure outlined below.
- If the passenger is using a power scooter, it is acceptable to ask them to transfer to a seat. The scooter, however, must be secured.

It must be noted that while the passenger would be strongly encouraged to transfer to a seat, the ADA allows the passenger to continue to ride on their scooter. The scooter should be secured using the wheelchair securement system. However, under the ADA, service may not be refused to the passenger if the scooter cannot be secured satisfactorily.

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Securing the Wheelchair Using a 4-Point Tie Down System

All mobility devices must be secured with 4-point tie downs (two front, two rear). Once secured, mobility devices should move no more than 2 inches in any

direction. The following guidelines will help ensure proper securement:

- ✓ Center the mobility device between the four floor attachments
- ✓ Set the brakes/power down the mobility device
- ✓ Attach front and rear securement straps to create a 4-point tie down, as illustrated
- ✓ Attach the straps/hooks as high on the chair as possible to a solid non-movable part. The ideal angle for securement straps is 45 degrees out from the chair frame.
- ✓ If using a cam locking system, attach the front straps first to the solid junction of the wheelchair frame.
- ✓ Rear straps should be attached to a solid junction of the frame, about 2 inches below seat level on a standard wheelchair.
- ✓ Rear belts should be parallel with the rear wheels; front belts should flare out slightly for lateral stability
- ✓ Route each strap in a straight line; do not bend it around a wheel or other object
- ✓ DO NOT attach the tie down to the wheels or any removable parts of the device (e.g., armrests or footrests)
- ✓ DO NOT attach tie downs to the folding cross brace of a standard wheelchair
- ✓ Tighten all straps, but do not over-tighten; a ratchet-type tightener could easily bend a standard wheelchair frame
- ✓ Test the mobility device to be sure you cannot move it more than 2 inches in any direction
- ✓ Secure the passenger with the lap belt and shoulder harness provided as part of the securement system, following the manufacturer's instructions
- ✓ Lap belts should cross the passenger low on the pelvis, snug but not tight
- ✓ Shoulder belts should be attached to the lap belt and be adjusted to cross the passenger on the shoulder
- ✓ If shoulder belts are not spring tensioned, leave enough slack to fit a closed fist between the shoulder belt and the passenger
- ✓ If the wheelchair securement area leaves little room for working (e.g., backed up against a wall), scoot the wheelchair a few inches from the wall to attach the rear securement straps, then move the chair back to the proper location and tighten the straps.

WHEELCHAIR
4-POINT
TIE-DOWN
SYSTEM



Remember that service may not be refused to the passenger if he/she does not wish to use the shoulder harness and seat belt unless the transit system's policy requires all passengers to use seat belts. **Marion Transit requires all passengers to wear seat belts.**

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For hard-to-secure motorized scooters and wheelchairs, manufacturer's securement loops can be used. These loops, made from durable webbing, can be looped around the central drive shaft or seat frame and secured with two tie downs. Such straps can be permanently affixed to the mobility devices of frequent riders for easy securement.

TRANSIT SECURITY

A Few Words about Security

Transit systems, because they are open and accessible to the public, are a relatively soft target for criminals and terrorists. As a driver/operator you must remain alert to unusual or suspicious activity on and around your vehicle. The following information should help you identify and report possible security threats as well as manage on board security incidents.

Transit Watch

Transit Watch was developed by the Federal Transit Administration (FTA) in the aftermath of 9/11 and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If you see something that seems out of the ordinary and potentially hazardous, it should be immediately reported to dispatch, who will take the appropriate actions and/or notify the appropriate authorities.

Be On the Look Out (BOLO)

As a transit driver/operator you are the eyes and ears of the community, a first line of defense against crime and terrorism. Be On the Look Out (BOLO) for suspicious people, activities, vehicles, packages and substances. Since you are familiar with your operating environment, you are in an ideal position to recognize what is normal and what seems out of place. Trust your instincts and report to dispatch anything suspicious or potentially hazardous.

CRISIS MANAGEMENT

Accident Procedures

In life, it's a given that accidents happen. What you do in response to accidents can save lives and property. Here are some steps for how to react calmly to an accident.

Check your location. DO NOT move your vehicle unless:

1. Instructed to do so by law enforcement, or leaving the vehicle where it is would expose the passengers to greater danger (e.g. in a busy traffic lane, on a blind curve, etc.)
2. Secure the vehicle by disengaging the transmission (place in PARK OR NEUTRAL), setting the brakes, turning off the engine and turning on your four-way hazards

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3. **Make a decision to evacuate or not to evacuate the vehicle.** Evacuate if remaining in place presents a greater hazard than leaving the vehicle. Detailed evacuation procedures are provided below
4. Assess the condition of your passengers and contact dispatch providing the following information:
 - ✓ Exact location
 - ✓ Type of emergency and exactly what has occurred
 - ✓ Number of passengers on the vehicle, number of passengers using a wheelchair, and nature and severity of any injuries
 - ✓ Type of help you will need from police, fire and emergency medical service (EMS)
 - ✓ Whether or not you are blocking traffic and if the vehicle can be safely moved
 - ✓ Respond to passenger needs and assist injured passengers
 - ✓ Inform all passengers of the situation, what actions you have taken and how they will be affected
 - ✓ Ask all passengers and witnesses to complete courtesy cards including their names, phone numbers and any other information they can provide; collect courtesy cards to turn in to management
 - ✓ Cooperate with law enforcement and system management
 - ✓ **DO NOT** assign blame or take responsibility for the accident
 - ✓ **DO NOT** talk to the media; refer the media to Marion Transit Management
 - ✓ Collect information from other drivers and first responders including:
 1. License number of other vehicle(s)
 2. Make, model and color of other vehicle(s)
 3. Name, phone number and driver license number of other driver(s)
 4. Insurance carrier and policy number of other driver(s)
 5. Names of ambulance company and hospital to which injured were transported
 6. Name, department and badge number of responding law enforcement officer(s)
 7. Name, station and badge number of responding fire protection officer(s)
 8. Any other pertinent observations, including condition or behavior of other driver(s)
 9. Seek medical attention for any physical or emotional damage you suffered in the accident
 10. Complete all required accident report documentation as soon as possible

Evacuation Procedures

In some accidents or emergencies, you will be required to evacuate your vehicle. This can be an extremely delicate and stressful situation, so it's important that you have a clear process to follow:

- ✓ **DO NOT** EVACUATE the vehicle unless it is absolutely necessary
- ✓ EVACUATE the vehicle if any of the following conditions exist:
 - ✓ The vehicle is in a hazardous location and cannot be moved
 - ✓ You see fire or see or smell smoke
 - ✓ You see leaking fuel coming from or underneath the vehicle

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- ✓ You see a security threat, such as a suspicious package, suspicious substance, or an explosive device
- ✓ Any other conditions that would make it safer for the passengers to evacuate the vehicle

Extinguishing Fires

Vehicle fires pose an extremely high risk to the life and/or safety of you and your passengers.

If smoke or fire is present:

- ✓ Shut off all electrical power
- ✓ EVACUATE the vehicle IMMEDIATELY
- ✓ Do not open up the hood or engine compartment if smoke or fire is present
- ✓ Attempt to extinguish a fire only if you are certain that what you are doing is safe
- ✓ Pull the pin on the extinguisher
- ✓ Position yourself upwind of the fire
- ✓ Remain as far away from the flames as possible, letting the wind carry the fire retardant toward the fire source
- ✓ Squeeze the trigger and aim at base of the fire, not at the flames
- ✓ Continue extinguishing until whatever was burning has been cooled; absence of smoke or flame does not mean that the fire is completely out
- ✓ If you are unsure about anything, do not attempt to put out the fire, but join the passengers in a safe area and wait for emergency responders

Securing the Vehicle

If your vehicle has been disabled, you should secure it to prevent secondary accidents and roll-away.

Handling Ill Passengers

Operating a vehicle, you'll come into contact with many people throughout the year. It's inevitable that some passengers may become ill due to motion sickness or health reasons.

- ✓ Secure the vehicle
- ✓ If possible, determine what type of help the passenger might need
- ✓ Contact dispatch, explain the situation, and request assistance (if needed)
- ✓ Inform the other passengers of the situation and keep them away from the ill passenger
- ✓ Keep the passenger warm and comfortable, and talk to him or her as a treatment for shock
- ✓ DO NOT give the passenger food, drink, or medication unless medical warning tags say to do so
- ✓ Ask other passengers to fill out courtesy cards and complete all required incident documentation

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Handling Bodily Fluid Spills

Bodily fluids – vomit, urine, excrement, blood and saliva – can readily transmit a myriad of pathogens to the unprotected individual. As such, it is essential that you follow your system policy on handling biohazards. Following are guidelines employed by most transit systems:

- ✓ Contact dispatch and describe the situation
- ✓ If you are instructed to wait for assistance, secure the vehicle and wait

If you are instructed to respond to the bodily fluid spill:

- ✓ Ask any passengers near the biohazard to move away
- ✓ Avoid touching, stepping in or splattering the spill
- ✓ Locate the biohazard kit on your vehicle
- ✓ Put on the disposable gloves found in the biohazard kit
- ✓ Cover the spill area with the disinfectant found in the biohazard kit
- ✓ Using the appropriate instrument from the biohazard kit, place any contaminated materials in the biohazard bag found in the biohazard kit
- ✓ If the clean up includes broken glass or other sharp objects, pick the sharp objects up by mechanical means. Dispose of them in the leak proof, puncture proof container provided in the biohazard kit.
- ✓ Carefully discard all clean up materials, including gloves, in the biohazard bag
- ✓ Immediately double bag the biohazard bag if there is any possibility of rupture
- ✓ Ensure that all biohazard materials are placed in the appropriate transit system depository
- ✓ Thoroughly wash hands with soap and hot running water as soon as possible
- ✓ Apply disinfectant if available
- ✓ Collect passenger comment cards
- ✓ Complete all required paperwork

PASSENGER RELATIONS: THE FIRST (AND LAST) WORD

Serving Customers

Customer service attitudes of an organization are determined and maintained by its culture (staff), not by its rules (policies and procedures). When performing your duties it is important to remember that transit is a customer-centered industry. As a transit operator you may be the first and only person the passenger (the customer) interacts with. That makes you the ambassador for your entire agency. How you treat people makes a deep and lasting impression.

We are all experts at customer service, because ultimately we are all customers. We know how we like to be treated, what we expect, and what we need. In the Transit Cooperative Research Program (TCRP)'s *Transit Manager Tool Kit for Rural and Small Urban Transportation Systems* transit customers identified seven essential elements they need when using public transportation. They are:

MARION TRANSIT

1. **Reliability** - Customers want to be confident that a vehicle will arrive and transport them on time or as promised
2. **Convenience** - Customers want to be able to use transit to travel from residential areas to major destinations or activity centers on the dates and times they need to travel
3. **Safety and Security** - Customers want to feel safe and secure while using the system
4. **Clean and Comfortable** - Customers want to find the vehicles and facilities clean and comfortable when riding or waiting
5. **Understandable** - Customers want to easily understand how to use the services through effective, accessible information and materials
6. **Affordable** - Customers want to be able to afford the transit system and receive good value for their transit fare
7. **Empathetic/Friendly** - Customers want to feel that the transit system staff cares about their needs and that all personnel are friendly, and customer-service focused.

Your actions as a driver/operator directly affect most of these needs. Treating customers in a courteous, friendly, and helpful manner will go far in generating community-wide support for transit, and, in turn, job security. In addition, most drivers/operators agree that having a positive and friendly attitude makes their job substantially more enjoyable.

-END-

MARION TRANSIT

Management Cell Numbers

Director: Clayton Murch-----352-843-0388 or
443-510-9342

Joe Bartolomeo-----407-902-1670

Herman Schulz-----352-857-7487

Karen Williams-----352-812-7702

Office-----352-620-3519

Dispatch-----352-620-3127

Reservations-----352-620-3071

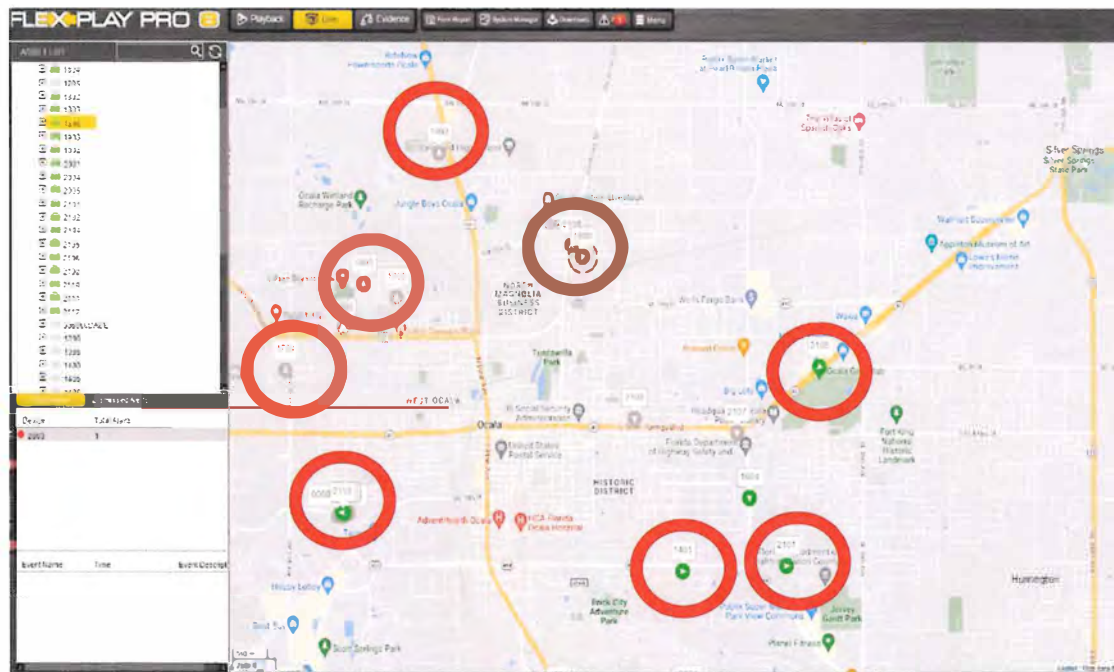
After Hours-----352-620-3071

MARION TRANSIT

The Angel Trax camera system is utilized in all Marion Transit buses. Below is a screen shot of the camera portion of the software. There are 6 cameras on a typical bus. Management can monitor and record both driving habits and passenger behavior at any time during the trip. This capability has the potential to greatly assist drivers in improving their defensive driving habits. It also can provide additional information regarding root cause were an accident to occur.



Angel Trax (MotoTrax module) Pro 8 Central Management System can also be utilized for its GPS functionality. Below is a screen shot of the software. It utilizes Google Maps to provide directions. Bus numbers are circled in the image below to further demonstrate the GPS capabilities.



MARION TRANSIT

NEW DRIVER 80 HOUR TRAINING GUIDE

Revised

11/17/2022

NEW DRIVER NAME

(PRINT): _____

SIGNATURE: _____

TRAINING START DATE: _____

TRAINING END DATE: _____

DAY 1 (In office) 8:00AM - 4:30PM

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
Welcome - Door Code, Clock, Badge, ppw, etc.	30 min		
TAPCO PARATRANSIT DEVELOPMENT COURSES			
Introduction to Professional Driving	20 min		
Safety Best Practices	60 min		
LLLC Defensive Driving	60 min		
Hazard Identification & Mitigation	45 min		
Pre Trip Inspections	25 min		
Lunch (12:00-12:30)	30 min		
Mirror Adjustments & Reference Points	20 min		
Adverse Driving Conditions	20 min		
Preventing Rear End Collision	20 min		
Preventing Intersection Accidents	20 min		
Railroad Crossings	20 min		
Pedestrian & Bicycle Awareness	20 min		
Break	10 min		
Preventing Backing Accidents	25 min		
Merging Lane Changing & Passing	25 min		
Preventing Driver Fatigue	20 min		
Day Wrap Up with Training Manager	30 min		

COMMENTS:

Trainee Signature: _____

Date: _____

Training Manager Signature: _____

Date: _____

MARION TRANSIT

DAY 2 (In office) 8:00AM-4:30PM

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
TAPTCO PARATRANSIT DEVELOPMENT COURSES			
Preventing Driver Distractions	25 min		
Drug & Alcohol Awareness	90 min		
Bloodborne Pathogens	25 min		
Hazardous Materials	20 min		
Employee Safety Reporting Program	25 min		
Professional & Customer Service	45 min		
Conflict and Aggression Management	40 min		
<i>Lunch (12:30-1:00)</i>	<i>30 min</i>		
Duty of Care	20 min		
ADA Compliance & Sensitivity	20 min		
Assisting Customers with Mobility Challenges	25 min		
Mobility Devices	25 min		
Emergency Evacuations	25 min		
<i>Break</i>	<i>10 min</i>		
What To Do in the Event of an Accident	25 min		
Classroom Final Exam	30 min		
<i>Day Wrap Up with Training Manager</i>	<i>30 min</i>		

COMMENTS:

Trainee Signature: _____ Date: _____

Training Manager Signature: _____ Date: _____

MARION TRANSIT

DAY 3 (The new driver trainee will ride along, observe and listen to the FTO.)

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
Pre-Trip Inspection Training (show where the fluids are in the shed)			
Bus Orientation Training			
Describe dashboard/console controls and their effects Training			
Seat and Mirror Adjustments & Reference Points Training			
Parking Brake Check Training			
Tablet Training			
Merging, Lane Changing & Passing (discuss & observe)			
Railroad Crossing (discuss & observe)			
Door-To-Door Service Training			
Bus Cleaning Training (including Wash Bot Training)			
Post-Trip Inspection Training			
<p>CIRCLE WHICH IS OBSERVED:</p> <ul style="list-style-type: none"> - Dialysis - Shoppers - Medical Appointments 			

COMMENTS:

Trainee Signature: _____

Date: _____

FTO Signature: _____

Date: _____

Training Manager Signature: _____

Date: _____

MARION TRANSIT

DAY 4 (Driver Training in the seat.)

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
Pre-Trip Inspection Training (ask about what's in the shed)			
Seat and Mirror Adjustments Training			
Parking Brake Check Training			
Deploy and stow passenger seats Training			
Tablet Training			
Merging, Lane Changing & Passing Training			
Railroad Crossings Training			
Door-To-Door Service Training			
Gas Card Training			
Bus Cleaning Training (including Wash Bot Training)			
Post-Trip Inspection Training			

CIRCLE WHICH IS OBSERVED:

- Dialysis
- Shoppers
- Medical Appointments

COMMENTS:

Trainee Signature: _____ **Date:** _____
FTO Signature: _____ **Date:** _____
Training Manager Signature: _____ **Date:** _____

MARION TRANSIT

DAY 5 (In office with Training Manager) 8:00AM-4:30PM

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
Defensive Driving Training Program (in training room)	4 hours		
Lunch (12:00PM-12:30PM)	30 min		
Small Bus (1700s) Overview	45 min		
Evacuation Training with MT	45 Min		
Bus Disinfection Training	30 min		
Shadow Dispatch	45 min		
Shadow Reservations	45 min		
Day Wrap Up With Training Manager	30 min		

COMMENTS:

Trainee Signature: _____ Date: _____

Training Manager Signature: _____ Date: _____

MARION TRANSIT

DAY 6 (Driver Training in the seat.)

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
Pre-Trip Inspection (Trainee demonstrates proficiency)	8		
Seat and Mirror Adjustments (Trainee demonstrates proficiency)			
Parking Brake Check (Trainee demonstrates proficiency)			
Deploy and stow passenger seats (Trainee demonstrates proficiency)			
Tablet Training			
Radio Communication Training			
Merging, Lane Changing & Passing Training			
Railroad Crossings (Trainee demonstrates proficiency)			
Wheelchair Training/restraints/posterior belt, etc.)			
Door-To-Door Service Training			
Gas Card Training			
Post-Trip Inspection Training			
CIRCLE WHICH IS OBSERVED: <div style="margin-left: 40px;"> - Dialysis - Shoppers - Medical Appointments </div>			

COMMENTS:

Trainee Signature: _____

Date: _____

FTO Signature: _____

Date: _____

Training Manager Signature: _____

Date: _____

MARION TRANSIT

DAY 7 (Driver Training in the seat.)

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
Pre-Trip Inspection (Trainee demonstrates proficiency)			
Console, W/C Lift, Seat Operations			
Describe & Operate the lift Interlock System			
Deploy, Lower, Raise & Store Lift with engine on/side door & rear door			
Manually deploy- lower, raise & store lift with engine off-side/rear door			
Describe dashboard/console controls & their effects			
Deploy and stow passenger seats			
Describe/Demonstrate W/C securement			
Install/Remove W/C securements			
Secure W/C with front & rear Q-Straint securements			
Affix lap/shoulder belts/posture belt			
Check for proper W/C Securement			
Release W/C securements and belts			
Verbalize storage of securement devices			
This Driver has executed the tasks required for certification as an MTS Driver on vans equipped with Q-Straint securement devices.			
SKILL	BASIS OF EVALUATION		
Assess Assistive Device	Driver has demonstrated that he/she knows how to assess the assistive device for defects and/or operations deficiencies. For wheelchairs, these would include at a minimum, checking the handgrips, tire pressure/grid, brakes, footrest, tilt bar, frayed belts and the need for a restraining device.		
Tilting Wheelchair	Demonstrated that he/she can properly tilt wheelchair with occupant to the balance point position and lower the chair to a resting position. These movements were completed in a smooth and safe manner with little anxiety for passenger.		

MARION TRANSIT

Up a curb or step with wheelchair	Demonstrated that he/she can properly maneuver the wheelchair to the curb/step; facing curb/step, tilt the chair in a smooth manner; move to the curb/step placing rear wheel against same; check position of front casters; lift/push wheelchair up step/curb. Accomplished while always maintaining control of the wheelchair and communicating with the passenger.		
Down curb or step	Demonstrated that he/she can properly maneuver the wheelchair down a curb/step.		
Sit/Stand Position	Demonstrated proper procedures for assisting passenger from a sitting to a standing position.		
Assisting frail or weak	Demonstrated knowledge of different techniques for assisting a frail or weak passenger using appropriate communication skills.		
Assisting with visual impairment	Demonstrated knowledge of different techniques for assisting visually impaired passengers on and off bus including good communication skills.		
Basics of body Mechanics	Driver was aware of and demonstrated an understanding of basic body mechanics – back straight, lifting with legs, etc.		
Wheelchair securement	Demonstrates proper position of the wheelchair in securement area on vehicle; demonstrate the proper use of the four-point securement device for each type in any vehicle; attachment of devices to floor of bus; attached to chair properly; 45 degree angle preferred; firmly secured.		
Passenger Restraint	Demonstrates proper restraint devices to appropriate anchor locations; applying lap and shoulder belts to passenger, check for proper fit. Include postural belt demo.		
Lift/Ramp Operation	Demonstrates knowledge of safety rules for appropriate lift or ramp; proper movement of wheelchair on and off ramp/lift; ability to operate lift manually. Proper communication with passenger.		
Use of "Escort Chair"	Understands that Transport Chairs/aka Escort Chairs with small wheels are prohibited on buses. Explain the difference between both chairs. (Escort & Transit chair)		
End of Day	POST-TRIP INSPECTION		
<p>CIRCLE WHICH IS OBSERVED:</p> <ul style="list-style-type: none"> - Dialysis - Shoppers - Medical Appointments 			

MARION TRANSIT

COMMENTS:

Trainee Signature: _____ **Date:** _____

FTO Signature: _____ **Date:** _____

Training Manager Signature: _____ **Date:** _____

MARION TRANSIT

DAY 8 (Driver Training in the seat.)

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
DEMONSTRATED PROFICIENCY			
Pre-Trip Inspection (Trainee demonstrates proficiency)			
Seat and Mirror Adjustments (Trainee demonstrates proficiency)			
Parking Brake Check (Trainee demonstrates proficiency)			
Deploy and stow passenger seats (Trainee demonstrates proficiency)			
Tablet (Trainee demonstrates proficiency)			
Radio Communication (Trainee demonstrates proficiency)			
Merging, Lane Changing & Passing (Trainee demonstrates proficiency)			
Railroad Crossings (Trainee demonstrates proficiency)			
Wheelchair Training			
Door-To-Door Service (Trainee demonstrates proficiency)			
Gas Card (Trainee demonstrates proficiency)			
DRIVING			
Left Turn			
Right Turn			
Backing Up			
Stop Sign			
Traffic Light			
Railroad Crossing			
School Zone			
U-Turn			
Speed Limit Not Exceeded			
Use of Mirrors			
Smooth Start			
Smooth Stops			
4-Way Flashers			
Use of directional signals			
Post-Trip Inspection (Trainee demonstrates proficiency)			
<p>CIRCLE WHICH IS OBSERVED:</p> <ul style="list-style-type: none"> - Dialysis - Shoppers - Medical Appointments 			

MARION TRANSIT

COMMENTS:

Trainee Signature: _____ **Date:** _____

FTO Signature: _____ **Date:** _____

Training Manager Signature: _____ **Date:** _____

MARION TRANSIT

DAY 9 (Driver Training in the seat.)

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
DEMONSTRATED PROFICIENCY			
Pre-Trip Inspection (Trainee demonstrates proficiency)			
Seat and Mirror Adjustments (Trainee demonstrates proficiency)			
Parking Brake Check (Trainee demonstrates proficiency)			
Deploy and stow passenger seats (Trainee demonstrates proficiency)			
Tablet (Trainee demonstrates proficiency)			
Radio Communication (Trainee demonstrates proficiency)			
Merging, Lane Changing & Passing (Trainee demonstrates proficiency)			
Railroad Crossings (Trainee demonstrates proficiency)			
Wheelchair Training			
Door-To-Door Service (Trainee demonstrates proficiency)			
Gas Card (Trainee demonstrates proficiency)			
DRIVING			
Left Turn			
Right Turn			
Backing Up			
Stop Sign			
Traffic Light			
Railroad Crossing			
School Zone			
U-Turn			
Speed Limit Not Exceeded			
Use of Mirrors			
Smooth Start			
Smooth Stops			
4-Way Flashers			
Use of directional signals			
Use of all safety belts			
Wheelchair Lift			
Door Interlock Safety System			
Manually deploy - lower, raise & store lift with engine off-side/rear door			
Dashboard Features			
A/C & Heat Controls			
Locate First Aid Kit			
Fire Extinguishers			
Biohazard Kit			
Oxygen Tank Stand			
Post-Trip Inspection (Trainee demonstrates proficiency)			

MARION TRANSIT

CIRCLE WHICH IS OBSERVED:

- Dialysis
- Shoppers
- Medical Appointments

COMMENTS:

Trainee Signature: _____

Date: _____

FTO Signature: _____

Date: _____

Training Manager Signature: _____

Date: _____

MARION TRANSIT

DAY 10 Final Evaluation For Solo Status

TOPIC	8 HOURS	TRAINEE INITIALS	TRAINER INITIALS
DEMONSTRATED PROFICIENCY			
Bus transit system safety and operational policies and procedures			
Operational bus and equipment inspections			
Bus equipment familiarization			
Basic operations and maneuvering			
Boarding and alighting passengers			
Operation of wheelchair lifts and other special equipment			
Defensive driving			
Passenger assistance and securement			
Handling of emergencies and security threats			
Security and threat awareness			
Driving conditions			
Use-of-wireless communication devices			
Distracted Driving			

This will be filled out by the Training Manager/or designee during final check ride.

Name of Evaluator: _____ **Signature:** _____

FINAL REVIEW BY TRANSIT MANAGER

DEMONSTRATED	PROFICIENT	REMEDIAL	COMMENTS
PRE-TRIP INSPECTION			
MIRROR ADJUSTMENTS			
LEFT TURN			
RIGHT TURN			
BACKING UP			
STOP SIGN			
TRAFFIC LIGHT			
R/R CROSSING			
SCHOOL ZONE			
U-TURN			
SPEED LIMIT NOT EXCEEDED			
USE OF MIRRORS			
SMOOTH STARTS			
SMOOTH STOPS			
4-WAY FLASHERS			
USE OF DIRECTIONAL SIGNALS			
POST-TRIP			

MARION TRANSIT

TOPIC	INITIAL	COMMENTS
Weekly Video Reviews		
Daily disinfectant on all buses in service, every Friday heavy disinfectant applied to bus interior.		
Disinfectant wipes & hand sanitizer issued to all drivers for use on buses during operations.		
Rubber gloves, Face Shield, and Thermometer provided.		
Reservations screening clients by asking COVID-19 Florida Health Department screening questions. If any YES answers trips are denied until medically cleared.		
Fare money bags and drop safe is being sanitized before handling.		
Driver's radios sprayed with disinfectant sanitizer when left for charging overnight.		
Warning posted on Marion Transit website www.mariontransit.org		
Bulletins, notices & updates posted for Drivers and Transit workers.		
Monitoring other Transit agencies regarding operations and best practices.		
Transit Buses limited number of Passengers per bus.		
SSPP		
HSP		
TITLE VI		
VEHICLE MAINTENANCE		
ADA = INTOWN to INTOWN		
(1 HOUR WINDOW) ADA, American Disabilities Act – These are clients residing within the Ocala public transportation service area but are unable to ride the SunTran bus due to a disability. These clients pay \$2.00 per one-way trip for transportation and have a 1-hour window for pickup/return trips.		
TD = INTOWN TO OUT		
(2 HOUR WINDOW) TD, Transportation Disadvantaged – These are clients within a few miles outside the SunTran bus route who qualify for transportation due to health/physical reasons and/or no personal means of transportation. These clients generally pay \$2.00 per one-way trip for transportation within Marion County and have a 2- hour window for pickup/return trips.		
5311 = OUT OF TOWN		
(2HOUR WINDOW) Section 18		
These are clients that live outside of the Sun Tran bus route and TD route areas, but still live within Marion County. These clients generally pay \$2.00 per one way trip for transportation within Marion County and have a 2-hour window for pickup / return trips.		
Client Injury Report		
Employee Injury Report		

MARION TRANSIT

I acknowledge that I have received 80 hours of Field Operator Training in preparation for becoming a Marion Transit Driver, that I have been given the opportunity to ask questions throughout this training, that I agree to follow the rules, regulations and policies of Marion Senior Services, Inc. and Marion Transit.

Trainee Signature: _____

Date: _____

Trainee Comments:

Final Sign Off by Transit Supervisors:

This employee has demonstrated the knowledge, understanding and ability to operate in a solo status as a Marion Transit Driver.

_____ **YES** _____ **NO**

TRAINING MANAGER	COMMENTS
Signature:	
Date:	

DIRECTOR SIGNATURE	COMMENTS
Signature:	
Date:	

User

2020 TAPTCO Paratransit ODC 01 Introduction to Professional Driving	20
2020 TAPTCO Paratransit ODC 02 Safety Best Practices	60
2020 TAPTCO Paratransit ODC 03 LLLC Defensive Driving	60
2020 TAPTCO Paratransit ODC 04 Hazard Identification & Mitigation	45
2020 TAPTCO Paratransit ODC 05 Pre and Post Trip Inspections	25
2020 TAPTCO Paratransit ODC 06 Mirror Adjustment & Reference Points	20
2020 TAPTCO Paratransit ODC 07 Preventing Rear End Collisions	20
2020 TAPTCO Paratransit ODC 08 Preventing Intersection Accidents	20
2020 TAPTCO Paratransit ODC 09 Railroad Crossings	20
2020 TAPTCO Paratransit ODC 10 Pedestrian & Bicycle Awareness	20
2020 TAPTCO Paratransit ODC 11 Preventing Backing Accidents	20
2020 TAPTCO Paratransit ODC 12 Merging, Lane Changing, & Passing	20
2020 TAPTCO Paratransit ODC 13 Adverse Driving Conditions	20
2020 TAPTCO Paratransit ODC 14 Preventing Driver Fatigue	20
2020 TAPTCO Paratransit ODC 15 Preventing Driver Distractions	25
2020 TAPTCO Paratransit ODC 16 REVISED - Drug & Alcohol Awareness	90
2020 TAPTCO Paratransit ODC 17 Bloodborne Pathogens & Other Infectious Diseases	25
2020 TAPTCO Paratransit ODC 18 Wayfinding	
2020 TAPTCO Paratransit ODC 19 Hazardous Materials	20
2020 TAPTCO Paratransit ODC 20 Employee Safety Reporting Program	25
2020 TAPTCO Paratransit ODC 21 Professionalism & Customer Service	45
2020 TAPTCO Paratransit ODC 22 Conflict and Aggression Management	40
2020 TAPTCO Paratransit ODC 23 Duty of Care	20
2020 TAPTCO Paratransit ODC 24 ADA Compliance & Sensitivity	20
2020 TAPTCO Paratransit ODC 25 Assisting Customers with Mobility Challenges	25
2020 TAPTCO Paratransit ODC 26 Mobility Devices	25
2020 TAPTCO Paratransit ODC 27 Types of Service	
2020 TAPTCO Paratransit ODC 28 Emergency Evacuations	25
2020 TAPTCO Paratransit ODC 29 What To Do In the Event of an Accident	25
2020 TAPTCO Paratransit ODC 29A ELDT Compliance	
2020 TAPTCO Paratransit ODC 30 Final Exam	30
TAPTCO TCP01 Introduction & Behavioral Interviewing	
TAPTCO TCP02 Learning Basics	
TAPTCO TCP03 Coaching the Adult Learner	
TAPTCO TCP04 How to Train New Drivers	
TAPTCO TCP05 Final Exam	
TAPTCO Trainer Certification Process	

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INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1050 Crown Pointe Parkway, Suite 600 Atlanta GA 30338	CONTACT NAME: Andrea Thompson PHONE (A/C, No, Ext): 6783935209 E-MAIL ADDRESS: andrea_thompson@ajg.com		FAX (A/C, No): 678-393-5220
	INSURER(S) AFFORDING COVERAGE		
INSURED Marion Senior Services, Inc. 1101 S.W. 20th Court Ocala FL 34471	MARISEN-02	INSURER A : Philadelphia Indemnity Insurance Company INSURER B : United States Liability Insurance Co INSURER C : BCS Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 18058 25895 38245

COVERAGES

CERTIFICATE NUMBER: 1275697446

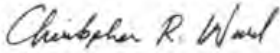
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2522503	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2522503	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB852735	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Directors & Officers Liability Li			NDO1592351	1/1/2023	3/1/2024	Each Claim Limit	\$ 1,000,000
A	Professional Liability			PHPK2522503	3/1/2023	3/1/2024	Each Prof. Inc. Limit	1,000,000
C	Cyber Liability			RPS-P-50242645M	1/1/2023	3/1/2024	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber Liability - BCS Insurance Company - Policy #RPS-P-50242645M - Policy Period: 01/01/23 - 01/01/24. - Limit of Liability \$1,000,000 per claim/\$1,000,000 aggregate - \$2,500 Retention
 Certificate holder is listed as loss payee and additional insured as respects the units on the schedules shown.
 Comprehensive Deductible \$5,000 and Collision Deductible \$5,000

CERTIFICATE HOLDER**CANCELLATION**

Florida Department of Transportation District Five Attn: Jo Santiago, Transit Intermodal Supervisor 420 W Landstreet Rd Orlando FL 32824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MARION SENIOR SERVICES, INC.
 Normal Trial Balance - SERVICE COST - INSURANCE
 500 - TRANSPORTATION SERVICES
 From 1/1/2023 Through 12/31/2023

Debit Balance	Credit Balance	
412,975.36		
412,975.36	0.00	Total 500 - TRANSPORTATION SERVICES
412,975.36	0.00	Report Total
412,975.36		Report Difference

SYSTEM SAFETY PROGRAM PLAN (SSPP)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

420 W. Landstreet
Orlando, Florida 32824

KEVIN J. THIBAUT, P.E.
SECRETARY

May 14, 2021

Tom Wilder
Transportation Director
Marion Senior Services
1101 Southwest 20th Court
Ocala, Florida 34471

Re: Marion Senior Services System Safety Program Plan Letter of Concurrence (2021)

Dear Mr. Wilder:

The Department has completed a review of the System Safety Program Plan (SSPP) during Marion Senior Services' 2021 Triennial Review. We find the SSPP to comply with the 2019 FDOT State Management Plan, FDOT Procedural Topic No. 725-030-009-j, and Florida Administrative Code (F.A.C.) Rule Chapter 14-90. Therefore, the Department is in concurrence with the Marion Senior Services SSPP.

We appreciate the opportunity to review the document and ensure compliance with state requirements. Please include a copy of this letter as an appendix to your agency's SSPP. The Department also recommends proper documentation of the receipt of concurrence letter in the plan's activity log.

If you have any questions, please contact me at (321) 319-8174 or e-mail diane.poitras@dot.state.fl.us.

Sincerely,

DocuSigned by:

1053F40140014E0...

Diane Poitras
Transit Programs Administrator
District Five

DP/bg

* **MARIONTRANSIT** *

- A DIVISION OF -



BUS TRANSIT SYSTEM SAFETY PROGRAM PLAN (SSPP)



Adopted: July 2016

Latest Review / Update: November 1, 2023

System Safety Program Plan (SSPP)

SSPP Document Activity Log

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Remarks
7/29/2016	Review/Update	Tom Wilder	Updated document
5/25/2017	Update & Annual Review	Tom Wilder	Updated document
10/12/2017	Review/Update	Tom Wilder	Added background check level. Added refresher course topic syllabus.
12/1/2017	Review/Update	Tom Wilder	Added to Accident/Incident reporting to FDOT within 24 hours.
5/30/2018	Routine REVIEW/ UPDATE	Tom Wilder	Added MT Policies to Appendix K
10/01/2019	Routine Review	Tom Wilder	No Changes
7/08/2020	Review/Update	Tom Wilder	New flow chart, duties updated, removed quarterly meeting (due to COVID 19) requirement. Changed MSS to Marion Transit.
3/10/2021	Review/Update	Tom Wilder	Updated accident procedures (Appendix K-1.0-5.0)
5/1/2022	Review/Update	Clayton Murch	New flow chart, duties updated, positions updated, updated director information, restored quarterly safety meetings (was suspended due to COVID 19)

**SSPP Document Activity Log
(Continued)**

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Concerned Person (Signature)	Remarks
7/21/2022	Review/Update	Clayton Murch	Updated MRO information in the Substance Abuse Policy. Updated agency's contact information.
9/21/2022	Review/Update	Clayton Murch	Updated FDOT address. Updated Client intake process and forms to include 3-yr eligibility review
9/18/2023	Routine Review	Clayton Murch	No Changes
11/1/2023	Review/Update	Clayton Murch	Updated Marion Transit profile. Added TAPTCO information to training documentation; updated drug testing program contacts; updated insurance carrier; updated Bus Video Review Policy to include PHLYTRAC; updated DBE policy

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1.0 Management Safety Commitment and Policy Statement

Marion Transit is committed to providing safe, secure, clean, reliable, and efficient transportation services to the patrons. This policy statement serves to express management's commitment to and involvement in providing and maintaining a safe and secure transit system.

The mission of Marion Transit *"Is to provide Public Transportation that offers riders a high-quality safe, reliable, and efficient paratransit experience"*.

Section 341.041, Florida Statutes (F.S.); Section 334.044(2), F.S.; and Section 341.061(2)(a), F.S., requires the establishment of minimum equipment and operational safety standards for all governmentally owned bus transit systems; privately owned or operated bus transit systems operating in this state which are financed wholly or partly by state funds; all bus transit systems created pursuant to Chapter 427, F.S.; and all privately owned or operated bus transit systems under contract with any of the aforementioned systems. Safety standards for bus transit systems are provided by Rule Chapter 14-90, Florida Administrative Code (F.A.C.), hereinafter referred to as Florida Administrative Code Rule 14-90. Bus transit systems are required to develop, adopt, and comply with a System Safety Program Plan (SSPP), which meets or exceeds, the established safety standards set forth in Florida Administrative Code Rule 14-90.

In the interest of safety and security, and in order to comply with the statutory requirements, Marion Transit has developed and adopted this System Safety Program Plan (SSPP) that complies with established safety standards set forth in Florida Administrative Code Rule 14-90. The SSPP is intended to document all policies, functions, responsibilities, etc. of the agency necessary to achieve a high degree of system safety and applies to all areas of the transportation system, including procurement, administration, operations, maintenance, etc.

Marion Transit management is responsible for maintaining a coordinated safety system in order to identify and prevent unsafe acts and conditions that present a potential danger or threat to public safety. Management has responsibility for maintaining and implementing the SSPP and complying with the policies, procedures, and standards included in this document. All departments, personnel, and contract service operators are charged with the responsibility of adhering to this SSPP. Any violation of safety and security practices is subject to appropriate administrative action. Management is ultimately responsible for enforcing the SSPP and maintaining a safe and secure system.

This plan was reviewed by the Marion Senior Services, Inc. Executive Board on 11/8/2023.

(signature on file)

Jennifer Martinez, Executive Director
Marion Senior Services, Inc.

Date: 11/8/2023

Attest: _____
(signature on file)

Clayton Murch, Transportation Director
Marion Transit

2.0 System Safety Goals and SSPP

Marion Transit has established the following goals for the system safety program:

- Achieve a high standard of system safety in all areas of the transportation system
- Develop and implement a comprehensive, systematic, and coordinated program to identify, assess, and control all safety hazards
- Develop and maintain a high level of safety awareness among all employees through pre-employment screening and systematic training and testing programs
- Establish safety standards for contract service operators and ensure compliance
- Ensure that system safety is integrated with daily operations through operational standards and procedures, vehicle maintenance, inspections, record keeping, audits, quality assurance and quality control
- Ensure that all vehicles and equipment operated by the agency meet established safety standards
- Maintain a formal process for event investigation, emergency preparedness and response, and handling security threats
- Ensure a drug free workplace
- Comply with all regulatory requirements.

In addition:

- High Passenger Satisfaction
- On-time performance
- Minimized Passenger Dwell (wait) time
- Passenger Safety
- Deliver Excellent Customer Service
- Safe driving

The purpose of this SSPP document is to:

- Establish and document system safety policies and procedures in compliance with Florida Administrative Code Rule 14-90
- Establish a coordinated and documented process to implement the SSPP during the operations of the system in order to achieve system safety goals
- Identify and delegate safety functions and responsibilities to units and personnel within the organization and contract service operators
- Facilitate internal and external safety audits to identify, track, and resolve safety program deficiencies.

System Safety Program Plan (SSPP)

In accordance with Florida Administrative Code Rule 14-90 (included in Appendix A), the SSPP addresses the following safety elements and requirements:

- Safety policies and responsibilities
- Vehicle and equipment standards and procurement criteria
- Operational standards and procedures
- Bus driver and employee selection
- Driving requirements
- Bus driver and employee training
- Vehicle maintenance
- Investigations of events
- Hazard identification and resolution
- Equipment for transporting wheelchairs
- Safety data acquisition and analysis
- Wireless communication plan and procedure
- Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with Marion Transit.

2.1 SSPP Control and Update Procedures

Marion Transit management will review the SSPP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit the annual self-certification of compliance to the Florida Department of Transportation (FDOT). The annual review of the SSPP will be conducted as part of an internal audit beginning October 1st of each calendar year and ending prior to the end of the same calendar year. Necessary updates outside the annual update window will be handled as SSPP addendums which will be incorporated in the body of the SSPP during subsequent annual update.

All proposed changes will be documented by the management as proposed SSPP addendums and distributed to all affected parties including employees and contract service operators. All parties must comment within two weeks of the issuance of the proposed changes unless otherwise specified. Following the approval of any modifications to the SSPP by the Executive Director, management staff will distribute the SSPP addendum to all affected parties, with a cover memo highlighting the changes. All parties receiving the updates are required to sign for its receipt and acknowledge their responsibility in implementing the changes. Management will document and retain the proof of SSPP receipt by all employees during initial hire and subsequent updates. Agency's governing board will adopt the SSPP annually following the internal audit and a copy of the adopted SSPP will be distributed to all employees and contract service providers. A copy of the adopted SSPP will also be forwarded to the FDOT District Office. Document reviews of the SSPP by the local agency, any subsequent updates, addendums, adoption, and distribution activities will be documented in the SSPP Document Activity Log included in this document.

3.0 Hazard and Security Plan (HSP)

In accordance with Florida Administrative Code Rule 14-90, Marion Transit has adopted, and implemented a Hazard and Security Plan (HSP), often referred to as the Security Program Plan (SPP), which covers the hazard and security portion of the system safety program. The HSP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities. The purpose of the HSP/SPP is to specify:

- Actions required of employees on a daily, weekly, monthly, and annual basis to prevent or reduce the likelihood of security and emergency events from occurring, and to mitigate the effects of those events that do occur
- Measures needed to prepare for incidents occurring within the transportation system and in the surrounding community
- Agency procedures that should be established to respond to security hazards and emergencies that affect the system and its customers
- Formal processes to recover from routine security events or major emergencies
- Roles, responsibilities, and interagency coordination required to respond to a disaster or security event.

The HSP/SPP addresses the following hazard and security elements and requirements:

- Security policies, goals, and objectives
- Organization, roles, and responsibilities
- Emergency management processes and procedures for mitigation, preparedness, response, and recovery
- Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
- Procedures for the establishment of interfaces with emergency response organizations
- Procedures for interagency coordination with local law enforcement jurisdictions
- Employee security and threat awareness training programs
- Security data acquisition and analysis
- Emergency preparedness drills and exercises
- Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.
- Procedures for SPP maintenance and distribution.

System Safety Program Plan (SSPP)

The HSP/SPP has been adopted separately from the SSPP. Bus transit systems are prohibited by Section 119.071(3)(2), Florida Statutes, from publicly disclosing the SPP, as applicable under any circumstance. The document is maintained in a secure location by the management and access to the document is restricted to select agency personnel and appropriate FDOT personnel exercising oversight in this area. On-site access to the HSP/SPP is granted to regulatory authorities (FDOT, FTA, etc.) on as-needed basis. Select portions of the HSP/SPP may be shared with employees depending on their job responsibilities.

Any additional text for Chapter 3.0 must be inserted above this point for formatting/page numbering purposes.

4.0 System Description

History:

Service on Wheels, later to become Marion County Senior Services, came into being in August 1973, with an idea and a \$100.00 check from Blessed trinity Church. The idea was to provide hot noontime meals for some of Ocala's most needy.

The First Presbyterian Church had established a volunteer program called VISION-"Volunteers in Service in our Neighborhood". Since VISION recruited volunteers, and Service on Wheels needed volunteers to deliver meals, the two worked well together. Karen May, Director of Vision, supervised both programs and served as the first Service on wheels Board President. Diane Morthland was the part-time M.O.W. Director from 1973-1976. Karen May, Linda Foy and other volunteers wrote letters to local organizations for financial help, recruited some volunteers, found someone to prepare the meals (Julian's Marion Lunch), and they were off running. They delivered 13 meals the first day.

In the early days, church groups, clubs, organizations and fees from the participants kept the program going. The program grew to a point where additional funding was necessary to continue; therefore, Service on Wheels applied for and became a United Way Agency.

In mid1975, the S.O.W. Board decided to apply for a federal grant for a Nutrition Program for the Elderly, through Older Americans Act funds of 1964 which provided daily meals at congregate dining sites.

Nancy Picard, a volunteer who served as the director of the Nutrition Program for the first 6 months, wrote the first grant. Diane Morthland was hired to take her place in July 1976. The budget totaled \$90,145 and we served 100 meals daily (five days a week).

In October 1976, a new program funded through Older Americans Act funds was added to provide transportation and homemaker service. The first Director for this program was Eleanor Preston, wife of the Ft. King Presbyterian Church minister, Dr. Frank Preston. The office was located on the grounds of that church and started off with one leased van and 3 homemakers.

In January 1977, the Nutrition Program and the Homemaker/Transportation Program combined and moved to an office next door to our present office, with Diane Morthland as Executive Director for the combined programs.

In the beginning S.O.W. (Meals on Wheels) and the Marion County Nutrition Program operated separately but shared the same Board of Directors. The name was changed from Service on Wheels to Marion County Senior services, Inc. in April 1979 and in October of 1979 the two services combined to share staff and office space.

System Safety Program Plan (SSPP)

We still maintain independent Meals on Wheels Program, which is funded as it was in the beginning, with local donations, United Way funding, and fees based on a sliding scale. Maintaining this separate program allows us to serve needy clients of any age. The federal programs are restricted to those 60 years of age and older. Local match funds (cash or in-kind) are required to secure grant funds.

In 1980, MCSS began participation in the state-funded Community Care for the Elderly Program. CCE is a continuum of care for functionally impaired, frail, elderly to live independently in their homes for as long as possible. Case managers plan both in-home support services as well as other community resources (such as food stamps, SSI, Medicaid, legal services, doctor appointments, etc.) while working with the clients until their problems are solved.

In 1982, the Metropolitan Planning Organization designated Marion County Senior Services as the Community Transportation Coordination Provider for the transportation disadvantaged in Marion County including coordinating all transportation trips using public funds such as Medicaid. Operating, administrative and capital funds were provided by the Florida Department of Transportation. Since 1991, the Transportation Disadvantaged Commission has also provided funds to pay for clients not sponsored by any agency or organization. Sponsored trips include Medicaid and elder programs. We currently operate 37 daily routes to transport elderly, disabled and transportation-disadvantaged persons throughout Marion County. In 1994 our transportation service was renamed Marion Transit Services to more accurately reflect the diverse ridership.

In 1989, three new state-funded programs were added: Community Care for Disabled Adults, Alzheimer's disease Initiative and Community Care for the Elderly Diversions Program.

These programs allowed us to provide services to severely disabled adults 18-59, to provide more frequent and intensive in-home services to clients at risk of nursing home placement and to provide much needed support, particularly respite, to Alzheimer's victims.

Additional programs/services added in 1993: Medicaid Waiver services for low-income clients who would otherwise be placed in nursing homes at a greater cost to the state (replacing the elderly Diversions Program) and Preventative/Health Promotion Services (Title III-F) funded through Older Americans Act.

Beginning January 1, 1996, we began administering the Home Care for the Elderly Programs, which offers case management and subsidy payments to caregivers as an alternative to institutionalization. II-F funds were discontinued. In May Diane Morthland retired after 23 years with our agency. Gail Cross became the new Executive Director.

In order to expand needed services; in 1977 we implemented an intensive volunteer recruitment program for in-home services with a special grant from the

System Safety Program Plan (SSPP)

Department of Elder Affairs. State funded programs began requiring a co-pay based on income from all clients.

From small volunteer-based program in the 70's and then a recipient of program grants, Marion County Senior Services has evolved into two primary contractor roles for our community. We serve as the "lead agency" and service provider for state and federally funded contracts to provide services to elderly and disabled through specific "contracts" for service with our regional Area Agency on Aging. And we are the designated Community Transportation Coordinator providing public Paratransit service to elderly, disabled, and underprivileged people throughout Marion County the Commission for Transportation Disadvantaged, Florida Department of Transportation, and SunTran (for Complementary ADA trips).

In January 2011, Marion County Senior Services' name changed to Marion Senior Services, Inc. The primary purpose for changing the name was to remove the connotation that the Agency was part of Marion County government.

Marion Transit is a division of Marion Senior Services, Inc.

Marion Transit System Profile (As of 11/1/2023):

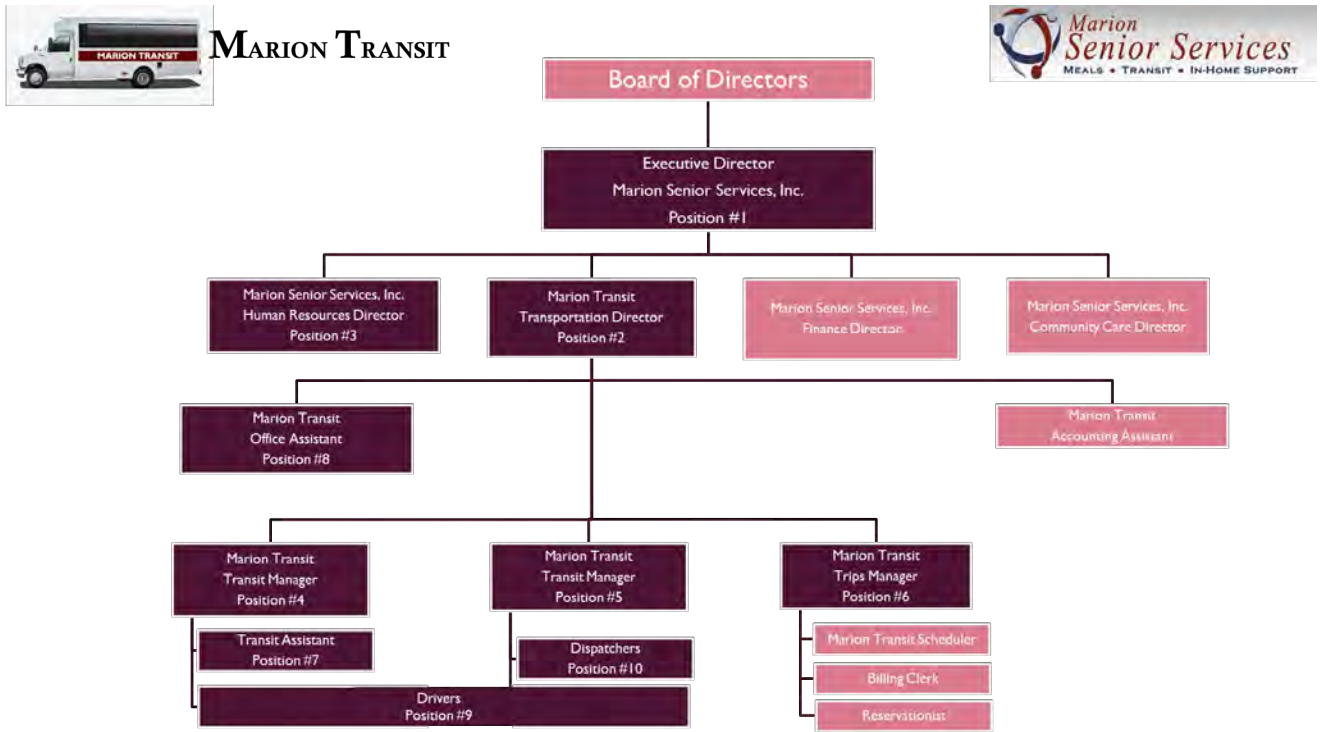
- Total Number of drivers: 40
- Full-time: 32 Part-time: 8 Volunteers: 0 in transportation
- Number of operational buses: 46
- Buses W/C accessible: 46
- Number of Type I buses (>22' length) 40 Type II buses (<22' length)
- Dispatch Location(s): 1101 SW 20th Court, Ocala, FL – Marion Transit
- Maintenance Locations:
 - Advance Tire & Service, 2199 NW 10th Street, Ocala, FL 34475
 - Fishers Auto Care – 2021 SW 27th Avenue, Ocala, FL 34471
 - Don's Garage – 218 SW 10th Street, Ocala, FL 34471
 - Advanced Vehicle Modifications (Lift) 2520 NW 6th Street, Ocala, FL
- Community Transportation Coordinator (CTC): Yes
- CTC Operator: Yes
- CTC Name: Marion Senior Services, Inc. D/B/A Marion Transit
- Contracted passenger service operations: None at this time.
- Contract operator has own adopted SSPP and SPP approved by transit system or CTC: N/A
- Contract operator adopts and implements the Transit System's CTC's SSPP: N/A

Any additional text for Chapter 4.0 must be inserted above this point for formatting/page numbering purposes.

5.0 Organization Structure and System Safety Responsibilities

Management has the overall responsibility of safe and secure operations of Marion Transit and any contract service operators (N/A at this time). Each employee is required to carry out specific system safety responsibilities, depending on his/her position, in compliance with the SSPP. The organization information provided below describes each position and the reporting structure; the table in the following page shows system safety responsibilities of each position.

5.1 Marion Transit Organizational Chart



System Safety Program Plan (SSPP)

5.2 Marion Transit Transit System Safety Responsibilities by Position

System Safety Task	Frequency	Management Responsibilities by Position						Staff Responsibilities by Position			
		Position 1	Position 2	Position 3	Position 4	Position 5	Position 6	Position 7	Position 8	Position 9	Position 10
Oversee and assure SSPP and HSP/SPP compliance	Daily	X	X		X	X					
Random inspections of Departments for safety compliance (pre-trip inspections, driver files, maintenance records, etc.)	Quarterly/ As needed		X		X	X		X			
SSPP and HSP/SPP review and distribution	Annual/ As needed	X	X		X	X			X		
Intra-agency coordination and safety briefings	Monthly		X		X	X			X		
Inter-agency coordination (FDOT, law enforcement, emergency response organizations, etc.)	As needed	X	X		X	X	X				
Facility inspection / generator	Monthly		X		X	X		X			
Employee safety training and testing and record keeping	Initial hire/ quarterly & ongoing		X	X	X	X			X		
Drug free workplace (policy maintenance, employee training and testing, etc.)	Initial hire/ Quarterly + Randoms		X	X	X	X					
Driver license validity check and record maintenance	Initial hire/ Monthly		X	X	X	X			X		
Administrative/Human Resource safety actions	As needed			X							
Safety and security data acquisition and analysis	On an ongoing basis		X		X	X					
Medical examination of drivers and record keeping	Initial hire/ biennium			X							
Vehicle and equipment procurement	As needed		X		X	X					
Pre-trip inspections and record keeping	Daily				X	X		X		X	

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System Safety Task	Frequency	P-1	P-2	P-3	P-4	P-5	P-6	P-7	P-8	P-9	P-10
Vehicle maintenance and record keeping	Daily				X	X		X			
Annual safety inspections and record keeping	Annual		X		X	X	X	X	X		
Event investigation and record keeping	As needed		X		X	X			X		
Investigate safety complaints	As needed		X	X	X	X	X	X			
Pre-employment screening	Initial hire			X							
Employee time recording and maintenance	Daily		X		X	X	X				
Internal safety audits	Annual/As needed		X		X	X					
Records maintenance, retention, and distribution	Daily/As needed		X	X	X	X	X		X		
Vendor safety and security compliance oversight	Daily/As needed		X		X	X		X			
Hazard identification and resolution	Daily		X	X	X	X	X	X	X	X	X
Compliance with SSPP	Daily	X	X	X	X	X	X	X	X	X	X
Self-certification of safety compliance	Annual		X		X	X	X				

System Safety Program Plan (SSPP)

5.3 System Safety Responsibilities of Contract Service Operator(s)

Marion Transit requires all contract service operators to fully comply with the established safety standards set forth in Florida Administrative Code Florida Administrative Code Rule 14-90. Contract operators have the option to either adopt and implement the SSPP and HSP/SPP of Marion Transit, or develop, adopt, and implement their own program plans, but must ensure compliance with Florida Administrative Code Florida Administrative Code Rule 14-90. If the contract service operator opts to develop their own SSPP and HSP/SPP, the program plans must be reviewed and approved by Marion Transit management prior to initiation of service. In addition, each contractor/subcontractor shall submit a safety and security certification to Marion Transit no later than January 15th, annually for the prior calendar year period.

The certification shall attest to the following:

- The adoption of an SSPP and an HSP/SPP in accordance with established standards set forth in Florida Administrative Code Florida Administrative Code Rule 14-90.
- Compliance with its adopted SSPP and HSP/SPP.
- Performance of safety inspections on all buses operated by the system in accordance with Florida Administrative Code Rule 14-90.
- Reviews of the SSPP and HSP/SPP have been conducted to ensure they are up to date.

The certification shall include:

- The name and address of the contractor/subcontractor, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the contractor/subcontractor.
- A statement signed by an officer or person directly responsible for management of the contractor/subcontractor attesting to compliance with Florida Administrative Code Florida Administrative Code Rule 14-90.

Contractors/subcontractors are subject to audits and inspections on an announced or unannounced basis at the discretion of Marion Transit management. Marion Transit, or its contractor, will conduct safety and security reviews of contract operators, at least once every three years, to ascertain compliance with the provisions of Florida Administrative Code Florida Administrative Code Rule 14-90. Marion Transit will prepare and submit a report of the audit to the affected contract operator within 30 business days of completion of the review containing the following:

- Identification of the findings, including a detailed description of any deficiency.
- Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.
- Any required suspension of bus transit system service should Marion Transit determine of the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

If the contract operator fails to correct specific deficiency(ies) in accordance with Florida Administrative Code Florida Administrative Code Rule 14-90 and the established implementation

System Safety Program Plan (SSPP)

schedule, Marion Transit will notify the FDOT District Office and initiate actions to dismiss the contract.

Any additional text for Chapter 5.0 must be inserted above this point for formatting/page numbering purposes.

6.0 Qualification and Selection of Drivers

Marion Transit management is responsible for ensuring that the following minimum standards are met when hiring new drivers.

- Must possess a valid Florida driving license of appropriate class.
- Level 2 background screening pursuant to FSS chapter 435.
- Criminal background check (with local law enforcement and the Florida Department of Law Enforcement) and driving records check including, but not limited to, the following items:
 - Driving records
 - Instant Social Security Number validations
 - Instant identification of applicant's county of residence for the past seven years
 - County felony criminal history checks for up to three counties per applicant and other criminal records checks
 - Education verification
 - Employment reference checks
 - Personal reference check
 - Workers' Compensation claims
- Complete employment application.
- Successful completion of pre-employment physical including an eye examination and drug screening test.
- Signed acknowledgement of receipt and agreement to comply with drug-free workplace policy.
- Signed acknowledgment of receipt and agreement to comply with SSPP.
- Successful completion of required orientation, training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
- Signed acknowledgment of receipt and compliance with the following written operational and safety procedures before driving on a street or highway unsupervised.
 - Communication and handling of unsafe conditions, security threats, and emergencies.
 - Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
 - Application and compliance with all applicable federal and state laws, rules and regulations.
- Drivers are required to write and submit a daily bus inspection report pursuant to Florida Administrative Code Florida Administrative Code Rule 14-90.006, F.A.C.
- Personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety are not bound to the following two provisions:
 - Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

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- Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised.

Noncompliance with any regulatory or agency specific requirement may result in an employee administrative action up to and including suspension or termination of employment. It is the policy of Marion Transit to screen applicants to eliminate those that pose a safety or security threat to the agency or who would not be capable of carrying out agency safety and security policies.

Essential Requirements

- High School diploma or equivalent.
- Must be able to pass the DOT Physical Requirements.
- 2 years' verifiable experience in transporting passengers or other commercial driving experience.
- Ability to use a portable radio and/or phone
- Clean driving record that meets company's insurance standards
- Understand and to carry out detailed but uninvolved written or oral instructions.
- Basic math skills including addition, subtraction, division and multiplication of numbers and currency.
- Excellent Customer Service skills and experience interacting with the public
- Good people skills to include good communication, and the ability to deal with and manage large groups and communicate clear instructions.
- Be familiar with the Marion County Address System and able to locate addresses using maps and/or GPS.

Any additional text for Chapter 6.0 must be inserted above this point for formatting/page numbering purposes.

7.0 Driver Safety Training and Testing

All employees and drivers of Marion Transit and all contract service providers are required to complete all training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. The Transit Manager is responsible for conducting and documenting all training and testing activities utilizing a certification process. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment. This section of the SSPP discusses the training and testing programs to be administered by the Transit Manager.

7.1 Initial Driver Training and Testing

Upon hire and prior to being placed into road service, all drivers are required to complete a total of 80 hours of training and testing in the following areas:

1. Bus transit system safety and operational policies and procedures.
2. Operational bus and equipment inspections.
3. Bus equipment familiarization.
4. Basic operations and maneuvering.
5. Boarding and alighting passengers.
6. Operation of wheelchair lift and other special equipment.
7. Defensive driving.
8. Distracted driving.
9. Passenger assistance and securement.
10. Handling of emergencies and security threats.
11. Security and threat awareness.
12. Driving conditions.
13. 60 minutes of drug awareness and 60 minutes of the effects of alcohol abuse.
14. TAPTCO – Each driver will be required to complete 30 online courses assigned utilizing TAPTCO software (see 7.5).

As part of the driver training program, specific procedures have been incorporated to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

In addition, new drivers are required to successfully undergo a road test with an experienced driver. A new-hire check-off list must be completed to ensure the employee has received all required 14-90 training and information before being authorized for over-the-road service.

After successful completion of each training and testing module, the agency is required to document and record the satisfactory completion of the employee's training and submit to the

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Transportation Director. Certificates of completion will be maintained in the driver files for a minimum of 5 years.

All newly hired employees are also provided instructional training by the HR Director and Transit Manager per agency's HSP/SPP. Drivers are given instruction in Marion Transit rules and standard operating procedures in the following areas :

- General rules: General rules of the agency including employee conduct codes.
- Personal appearance and conduct: Cover uniforms, grooming, and employee conduct.
- Customer service: Covers expectations of employees when dealing with the public; includes instruction on how and to whom to report security incidents, and types of individuals or situations to be aware of and report.
- Traffic laws: Covers applicable traffic-related laws and regulations, drug and alcohol testing, and drug and alcohol use restrictions.
- Fare handling: Covers fare collection procedures and provides instruction in dealing with fare disputes, conflict resolution, and notification of security personnel.
- Americans with Disabilities Act requirements: Provides instruction in complying with ADA requirements and providing service to disabled patrons.
- Radio procedures: Provides instruction on radio procedure for both routine and emergency radio traffic. Includes instruction on reporting crimes, suspicious acts, and potentially hazardous situations.
- Report writing: Provides instruction on report writing, and reporting requirements.
- Substance abuse policy: Provides information on the drug and alcohol testing program.
- Occupational Safety and Health Administration (OSHA) standards: Covers blood borne pathogens and other occupational exposure to health hazards.

The HR Director and Transportation Director will develop and maintain a Training Manual for new hire training and testing of employees as part of the Safety Training Program. The manual will contain training course content, curriculum, lesson plans, testing requirements, etc. All training and testing activities will also be adequately documented by the Transit Manager.

7.2 On-Going/Refresher Training and Testing

The HR Director and Transportation Director will develop and maintain a Training Manual for on-going and refresher training and testing of employees. The manual will contain training course content, curriculum, lesson plans, testing requirements, etc. On-going/refresher training and testing sessions will be conducted as necessary to remain compliant with Florida Administrative Code Florida Administrative Code Rule 14-90. The drivers are required to attend training and testing in all areas specified by Florida Administrative Code Florida Administrative Code Rule 14-90 at least once every three years.

Ongoing and refresher training will be conducted but is not limited to the following topics:

- Bus transit system safety and operational policies and procedures.
- Operational bus and equipment inspections.

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- Bus equipment re-familiarization.
- Operation of wheelchair lift and other special equipment.
- Defensive driving.
- Distracted driving.
- Passenger assistance and securement.
- Handling of emergencies and security threats.
- Security and threat awareness.
- Drug awareness and the effects of alcohol abuse.
- Additional TAPTCO courses as assigned (will depend on circumstances – i.e. incident retraining).

Marion Senior Services also requires quarterly mandatory safety meetings. Any training during these meetings will be documented.

All training and testing activities are to be recorded and retained in files for a minimum of five years.

7.3 Remedial Training and Testing

Marion Transit will employ remedial training for drivers who have been involved in a serious collision or have developed unsafe driving behaviour or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the circumstances, the Transportation Director will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files. TAPTCO courses will be assigned based on relevance to the retraining need.

7.4 NIMS Training

The National Incident Management System (NIMS) provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during domestic incidents (<http://www.fema.gov/emergency/nims/>). The NIMS system requires that transit agencies comply with a number of specific activities to ensure personnel who will be conducting activities in response to emergencies use the standard Incident Command System (ICS).

Marion Transit HSP/SPP requires that management staff take available NIMS training to understand this requirement and to coordinate regularly with outside organizations to prepare for coordinated responses to incidents. In addition, all employees will be provided security training and drills every six months to ensure they are familiar with emergency policies. All training and testing activities will also be recorded and retained in files.

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7.5 TAPTCO

TAPTCO (Transit And ParaTransit Company) is a paratransit driver training software package. It is comprised of courses that are specific to paratransit operations. As such, it provides an invaluable source of information and education for agencies that conduct paratransit operations. Marion Transit has incorporated this software into its training curriculum. The course catalog is listed below:

1. Introduction to Professional Driving
2. Safety Best Practices
3. LLLC Defensive Driving
4. Hazard Identification & Mitigation
5. Pre & Post Trip Inspections
6. Mirror Adjustment & Reference Points
7. Preventing Rear End Collisions
8. Preventing Intersection Accidents
9. Railroad Crossings
10. Pedestrian & Bicycle Awareness
11. Preventing Backing Accidents
12. Merging, Lane Changing & Passing
13. Adverse Driving Conditions
14. Preventing Driver Fatigue
15. Preventing Driver Distractions
16. Drug & Alcohol Awareness
17. Bloodborne Pathogens
18. Wayfinding
19. Hazardous Materials
20. Employee Safety Reporting Program
21. Professionalism & Customer Service
22. Conflict & Aggression Management
23. Duty of Care
24. ADA Compliance & Sensitivity
25. Assisting Customers with Mobility Challenges
26. Mobility Devices
27. Types of Service
28. Emergency Evacuations
29. What To Do In The Event Of An Accident
30. Final Exam

There are additional courses available for Driver Trainers.

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8.0 Records Management

The Transportation Director is responsible for implementing a record management program that includes maintenance, retention, distribution, and safe disposal of all safety and security records of the agency in compliance with state and federal regulations.

All safety and security documents of the agency (SSPP, HSP/SPP, etc.) will be periodically revised, as needed, to ensure that they are up to date. Revisions and updates will be communicated with employees, contractors, and regulatory agencies as they occur or as deemed necessary by the management, depending on the nature of the revision or update. The HSP/SPP is considered a confidential document and will be retained in a secure location by management.

Marion Transit will maintain and retain the following records for at least five years:

- Records of bus driver background checks and qualifications
- Detailed descriptions of training administered and completed by each bus driver
- A record of each bus driver's duty status which will include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day
- Event investigation reports, corrective action plans, and related supporting documentation
- Records of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus
- Records of annual safety inspections and documentation of any required corrective actions
- Completed and signed medical examination reports for each bus driver

In addition, Marion Transit will retain records of daily bus inspections and any corrective action documentation for a minimum of two weeks.

An organized paper and electronic filing system will be maintained by the agency, adequately backed up to prevent potential loss of information. All sensitive personnel records will be protected from public access. When ready for disposal, both paper and electronic data will be disposed of in a secure manner ensuring that critical information is protected.

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9.0 Drug and Alcohol Program

Marion Transit has established a Zero Tolerance Substance Abuse Policy Statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, a copy of which is included in Appendix B. The Substance Abuse Program Manager is responsible for ensuring the implementation of a drug and alcohol testing program for all safety-sensitive employees as identified and described within the subject policy.

The intent of the policy is to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

Violation of this substance abuse policy is subject to disciplinary actions.

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10.0 Vehicle Maintenance Program

The function of the maintenance plan is to provide a consistent systematic program to properly maintain and service vehicles to meet or exceed the manufacturer's recommended maintenance schedule. Marion Transit vehicle maintenance program will ensure that all buses operated, and all parts and accessories on such buses, including those specified in Florida Administrative Code Florida Administrative Code Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements. The Transportation Director is responsible for ensuring that a Maintenance Plan consistent with 14-90 has been developed and implemented by the agency and that all vehicles operated are regularly and systematically inspected, maintained, and lubricated according to the agency's Maintenance Plan and Preventative Maintenance Guidelines (included in Appendix C and Appendix D, respectively).

10.1 Daily Vehicle Inspections (DVI)

Drivers are required to perform daily vehicle inspections prior to operating the assigned vehicle, during routes, and after all route schedules are completed. The pre-trip inspection includes an inspection of the following parts and devices to ascertain that they are in safe condition and in good working order:

- Service brakes
- Parking brakes
- Tires and wheels
- Steering
- Horn
- Lighting devices
- Windshield wipers
- Rear vision mirrors
- Passenger doors
- Exhaust system
- Equipment for transporting wheelchairs
- Safety, security, and emergency equipment

During the scheduled trips and at the end of the day, the operator will note any additional findings and submit the daily vehicle inspection forms. The process and form/s to be utilized for daily vehicle inspections is included in agency's preventative maintenance guidelines. The daily vehicle inspection forms must be complete with the operator's signature and a check in each box to document that the items are "OK" or a defect is noted in the comments section. If the driver finds any mechanical or other problems that could compromise the safety of the vehicle at any point, the drivers will immediately inform the Transit Manager and the vehicle will not be scheduled for service until repaired. Failure to report deficiencies by drivers may result in an administrative action taken against the employee.

The Transit Manager & Transit Assistant will review the daily inspections and document the corrective actions taken as a result of any deficiencies identified by the operator. Daily inspection records will be retained for a minimum of two weeks. ***The Transit Manager and Transit***

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Assistant will periodically conduct vehicle inspections behind the drivers who have completed the vehicle inspections to ensure that the daily vehicle inspections are adequately performed. Once defects are noted they will be prioritized and sorted into categories for repairs. Once a defect is noted on the inspection form and repaired, the documentation will be attached to the work/repair order and filed in the maintenance files.

10.2 Preventive Maintenance

A preventative maintenance schedule is implemented to inspect for safety hazards and to maintain vehicles in a manner conforming to safety regulations. Marion Transit will perform scheduled preventive maintenance and safety inspections on all vehicles at every 6,000-mile interval according to the agency's maintenance plan (comply with FDOT PM Edition 4.1). As preventative maintenance inspections are scheduled by projected mileage, the agency will allow 10%-mile deviations in mileage interval, so long as the actual mileage interval meets the manufacturer's recommended maintenance schedule. When a vehicle is due for an inspection, it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles. If a vehicle is "down" for an extended period of time due to unavoidable circumstances, preventative maintenance will be temporarily suspended until the vehicle can be returned to service. However, the annual inspection will be conducted on all vehicles regardless of "up/down" status and/or mileage accrued.

The Transit Manager and Transportation Director will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that the inspections and repairs, both in-house and contracted, are completed and documented properly. Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication and repairs performed. Such records will be maintained for at least five years and include, at a minimum, the following information:

- Identification of the bus, the make, model, and license number or other means of positive identification and ownership
- Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed
- If not owned by Marion Transit, the name of any person furnishing a bus
- The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair

For tracking purposes, a maintenance log will be kept containing vehicle ID, make and type of vehicle, year, model, special equipment, inspections, maintenance and lubrication intervals, and date or mileage when services are due.

10.3 Bus Safety Inspections

Safety inspections are part of the maintenance inspections and are performed every 6,000 miles on all buses operated by Marion Transit. The Transit Manager is responsible for ensuring that each individual performing a bus safety inspection is qualified as follows:

- Understands the requirements set forth in Florida Administrative Code Florida Administrative Code Rule 14-90 and can identify defective components.

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- Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.
- Is ASE certified with at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment as referenced or specified by Florida Administrative Code Florida Administrative Code Rule 14-90. Specific operable equipment and devices as required by Florida Administrative Code Florida Administrative Code Rule 14-90 include the following as applicable to Type I and II buses:

- Horn
- Windshield wipers
- Mirrors
- Wiring and batteries
- Service and parking brakes
- Warning devices
- Directional signals
- Hazard warning signals
- Lighting systems and signaling devices
- Handrails and stanchions
- Standee line and warning
- Doors and brake interlock devices
- Step wells and flooring
- Emergency exits
- Tires and wheels
- Suspension system
- Steering system
- Exhaust system
- Seat belts
- Safety equipment
- Equipment for transporting wheelchairs
- Working speedometer

A safety inspection report will be prepared by the individual(s) performing the inspection and will include the following:

- Identification of the individual(s) performing the inspection
- Identification of the bus transit system operating the bus
- The date of the inspection
- Identification of the bus inspected
- Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective

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- Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s)

Records of annual safety inspections and documentation of any required corrective actions will be retained for a minimum of four years for compliance review.

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11.0 Safety Data Acquisition & Analysis

Understanding safety data is an important step towards allocating important and scarce resources to implement safety program elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The following data will be collected and retained by Marion Transit on an ongoing basis:

- Accident and incident data
- Maintenance data including daily vehicle inspection forms
- Passenger claims and complaints
- Records of crimes and rule violations occurring in and around the transit agency

The data will be analyzed by Marion Transit management both qualitatively and quantitatively for safety hazard identification, resolution and risk management purposes. The analysis results will be useful for identifying necessary actions to minimize safety risks. Analysis of safety data will also help improve system performance, not only in respect to safety, but also in overall delivery of service to the public. In addition, trend analyses of safety data can help determine the effectiveness of safety initiatives that have been implemented. The results of such analysis will be shared with agency staff and law enforcement agencies on, at minimum, an annual basis for awareness and support.

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12.0 Hazard Identification and Resolution

Hazard management is a mechanism by which hazards are identified, analyzed for potential impact on the operating system, and resolved in a manner acceptable to the management and regulatory agencies. Marion Transit hazard management consists of three primary components – hazard identification, hazard categorization, and hazard resolution.

12.1 Hazard Identification

By means of safety data acquisition and analysis and coordination with the Transit Manager, the Transportation Director will identify system hazards on an ongoing basis.

12.2 Hazard Categorization

Once the key system hazards have been identified, the Transportation Director will categorize the hazards based on severity and probability of occurrence.

Hazard severity is a subjective measure of hazard, supported by factual data, and will be categorized as follows –

- Catastrophic – Death or system loss
- Critical – Severe injury, severe occupational illness, or major system damage
- Marginal – Minor injury, minor occupational illness, or minor system damage
- Negligible – less than minor injury, occupational illness, or system damage

Hazard probability is a subjective measure of likelihood that a specific hazard will occur and will be categorized as follows –

- Frequent – Likely to occur frequently
- Probable – Likely to occur several times
- Occasional – Likely to occur sometime
- Remote – Unlikely but possible to occur
- Improbable – So unlikely that it can be rejected from consideration

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12.3 Hazard Resolution

Once the hazards are identified and categorized, subsequent analysis will be undertaken to resolve the issue and minimize risk associated with the identified hazard. A hazard resolution matrix will be developed combining hazard severity and hazard frequency, as shown in the matrix on the following page, to identify the level of acceptance for a specific hazard/risk.

Hazard Resolution Matrix	Catastrophic	Critical	Marginal	Negligible
Frequent	Unacceptable	Unacceptable	Unacceptable	Acceptable with reservation
Probable	Unacceptable	Unacceptable	Undesirable	Acceptable with reservation
Occasional	Unacceptable	Undesirable	Undesirable	Acceptable
Remote	Undesirable	Undesirable	Acceptable with reservation	Acceptable
Improbable	Acceptable with reservation	Acceptable with reservation	Acceptable with reservation	Acceptable

The results of the analysis will be shared by the Transportation Director with the Executive Director on an ongoing basis to identify appropriate actions. All “unacceptable” hazards must be eliminated, and measures will be taken for the remaining risk acceptance categories to minimize risk. The results of such analysis will be shared with agency staff and law enforcement agencies on a quarterly basis for awareness and support.

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13.0 Event Investigation

For the purpose of this SSPP, events are considered accidents or incidents that involve a transit vehicle or take place on Marion Transit controlled property. An “accident” is an event that causes damage to a vehicle, individual, or property while the vehicle is in motion. It may involve a single vehicle or multiple vehicles. An “incident” is defined as an event that causes damage to a vehicle, individual, or property, which is not an accident.

Any event involving a bus or taking place on property controlled by a transit system and resulting in a fatality, injury, or property damage will be investigated by Marion Transit. All events included but not limited to the following, will be investigated:

- A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.
- Injuries requiring immediate medical attention away from the scene for two or more individuals.
- Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. Marion Transit will have the discretion to investigate events resulting in property damage less than \$1,000.
- Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

In case of all events, drivers are required to contact the local law enforcement, dispatcher, and emergency medical services (as required) immediately. Supervisors will be sent to the scene depending on the severity of the event at the discretion of the Transportation Director and/or Transit Manager. Each investigation will be documented in a final report that includes a description of the investigation activities, identified causal factors, and any identified corrective action plan. Each corrective action plan will identify the action to be taken by the bus transit system and the schedule for its implementation. The Transportation Director will monitor and track the implementation of each corrective action plan. Investigation reports, corrective action plans, and related supporting documentation will be maintained by the Transportation Director for a minimum of five years from the date of completion of the investigation.

Marion Transit will notify FDOT within 24 hours of any accident or casualty involving project vehicles/equipment and submit related reports as required by FDOT. This notification will be accomplished by emailing the respective District 5 project coordinator for Marion Transit.

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FTA Post-Accident Thresholds

Must perform a DOT post-accident test when there is an occurrence associated with the operation of a mass transit vehicle, if as a result:

FATAL ACCIDENT

1. An Individual *dies* (Must Test); or
-

NON-FATAL ACCIDENT

Unless the Marion Transit driver's performance can be ***completely discounted*** as a contributing factor to the accident

2. An individual suffers bodily injury and immediately ***receives medical treatment*** away from the scene of the accident; or

(‘Individual’ refers to a transit employee, pedestrian, passenger on the mass transit vehicle

or person in the other vehicle(s))

3. A vehicle (including non-transit vehicle) incurs disabling damage as the result of the occurrence and a vehicle is ***transported away from the scene by a tow truck or other vehicle;***
or

(in which the mass transit vehicle involved is a bus, electric bus, van or automobile)

4. The mass transit vehicle is ***removed from operation.***

(in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel)

Who to Test

1. Covered employee operating the mass transit vehicle, unless the transit employee's performance can be ***completely discounted*** as a contributing factor to the accident.
2. Other covered employee who could have contributed to the accident.

Time Limitations for Post-Accident Testing

- ✓ Employee must remain readily available for testing
- ✓ Alcohol & Drug testing must begin as soon as practicable following the accident

Any additional text for Chapter 13.0 must be inserted above this point for formatting/page numbering purposes.

14.0 Medical Exams for Bus Transit System Drivers

This section of the SSPP establishes Marion Transit medical examination requirements for all applicants for driver positions and for existing drivers.

- Medical examination requirements include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.
- Medical examinations will be performed and recorded according to FDOT Form Number 725-030-11, *or equivalent*, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, included in Appendix E.
- Medical examinations will be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.
- An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as it pertains to visual acuity, field of vision, and color recognition.
- Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.
- Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to Marion Transit.
- Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.
- Completed and signed medical examination certificate for each bus driver, dated within the past 24 months, will be maintained on file for a minimum of five years from the date of the examination.
- Marion Transit will not allow a driver to operate a transit bus without having on file a completed medical examination certificate dated within the past 24 months.

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15.0 Operating and Driving Requirements

The Transportation Director and Transit Manager are responsible for overall compliance with all operating and driving requirements of the SSPP.

It is the responsibility of every Marion Transit employee who performs driving and/or operational duties to strictly adhere to the following requirements:

- Under no circumstances is a driver allowed to operate a vehicle without having the appropriate and valid driver's license in his or her possession.
- Drivers are not permitted to drive a bus when his or her driver license has been suspended, cancelled, or revoked. A driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked is required to notify his or her supervisor of the contents of the notice immediately, if possible, otherwise no later than the end of the business day following the day he or she received the notice. Violation of this policy may result in disciplinary actions including suspension or termination of employment.
- Marion Transit management will annually check Motor Vehicle Records (MVR) for all drivers for investigating information on license suspensions, revocations, accidents, traffic violations, unpaid summons, etc. Marion Transit management will also check driver license status of each driver utilizing the Florida Department of Highway Safety and Motor Vehicles website - <https://www6.hsmv.state.fl.us/DLCheck/main.jsp>.
- Buses must be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.
- Florida Administrative Code Florida Administrative Code Rule 14-90 defines "On Duty" and "Off Duty" status of drivers as follows -
 - "On Duty" means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. "On Duty" includes all time spent by the driver as follows:
 - (a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
 - (b) Inspecting, servicing, or conditioning any vehicle.
 - (c) Driving.
 - (d) Remaining in readiness to operate a vehicle (stand-by).
 - (e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
 - **NOTE:** The amount of on-duty hours is monitored by Supervisors to ensure compliance by reviewing daily schedules (they are not scheduled for more than 11 hours) and electronic time-clocks.
 - "Off-Duty" means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

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- Drivers are not permitted to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver is not permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period begins from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.
- Drivers are not permitted to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days is required to have a minimum of 24 consecutive hours of off duty time prior to returning to on duty status.
- A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.
- Drivers are not permitted to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.
- Drivers will not report for duty or operate any vehicle while under the influence of alcohol or any other substance, legal or illegal, that may impair driving ability. All employees are required to comply with agency's Substance Abuse Policy.
- Drivers are required to conduct daily vehicle inspections and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.
- Drivers are required to immediately report any defect or deficiency that may affect safe operations or cause mechanical malfunctions. Any defect or deficiency found shall be properly documented on a Daily Vehicle Inspection (DVI) form and should be submitted to the Transit Manager.
- The Transit Manager will review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.
- A bus with any passenger doors in the open position will not be operated with passengers aboard. The doors will not be opened until the bus is stopped. A bus with any inoperable passenger door will not be operated with passengers aboard, except to move a bus to a safe location.
- Drivers will ensure that during darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Adherence to pre-trip inspection requirements help insure the ability of this requirement to be met.
- Passengers will not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.
- Passengers will not be permitted to stand on buses not designed and constructed for that purpose.
- Buses will not be refueled in a closed building. The fueling of buses when passengers are being carried will be reduced to the minimum number of times necessary during such transportation.
- Drivers are required to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

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- Buses will not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device will be properly set at any time the bus is left unattended.
- Buses will not be left unattended in an unsafe condition with passengers aboard at any time.
- Drivers are prohibited from leaving keys in the vehicle for any reason at any time the bus is left unattended.
- Transit vehicles will not be used at any time for uses other than those that are authorized and permitted according to state and federal program requirements.

Noncompliance with these requirements may result in disciplinary actions including suspension or termination of employment.

15.1 Wireless Communication

“Wireless communication device” means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers). “Personal wireless communications device” means an electronic or electrical device that was not provided by the bus transit system for business purposes. “Use of a wireless communication device” means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; to execute a computational function, or to perform any other function that is not necessary for the health or safety of the person and that entails the risk of distracting the employee from a safety-critical task. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

Marion Transit requires all drivers to fully comply with the following wireless communication policies –

Policies on the use of a personal wireless communication device:

- The use of a personal wireless communication device is prohibited while the transit vehicle is in motion.
- All personal wireless communication devices must be turned off with any earpieces removed from the operator’s ear while occupying the driver’s seat.
- In an emergency, if a driver is unable to use the radio (e.g., driver is separated from the vehicle due to a need to evacuate, or the radio is inoperable because it is beyond the radio coverage area or other malfunction), a personal cellular phone may be used to contact the agency. In such situation the driver must park the vehicle in a safe place off the road and call the direct line to the dispatcher.
- Drivers are not permitted to use any wireless communication device issued by the bus transit system while the transit vehicle is in motion except brief radio communications with the dispatcher. If the driver must use the radio for a long duration, he/she must stop the vehicle in a safe place off the road.

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- The use of a wireless communication device is prohibited while loading or unloading a wheelchair patron or while conducting any other safety related duty that require the driver's undivided attention. If wireless communication is necessary, the driver will use a company issued wireless communication device before or upon completion of the safety related task.
- Employees are permitted to use wireless communication devices issued by the bus transit system in the following situations -
 - A driver needing to communicate with the dispatcher and vise-versa.
 - A driver requesting medical or emergency assistance.
 - A driver reporting an illegal activity, a traffic accident, a road hazard, or a safety or security threat.

Marion Transit requires all employees to follow the radio operating procedures included in Appendix F. .

16.0 Vehicle Equipment Standards & Procurement Criteria

Marion Transit will procure vehicles utilizing the Transit Research-Inspection-Procurement Services (TRIPS) program, formerly known as the Florida Vehicle Procurement Program (FVPP), and other State Programs strictly adhering to the vehicle equipment standards and procurement criteria specified in 14-90.007.

- All buses procured and operated must meet the following minimum standards, as applicable:
 - a. The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.
 - b. Structural integrity that mitigates or minimizes the adverse effects of collisions.
 - c. Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403, and 404, October 1, 2008, hereby incorporated by reference.
- Proof of strength and structural integrity tests on new buses procured will be submitted by manufacturers or bus transit systems to the Department.
- In addition, every bus operated by the agency will be equipped as follows:
 - Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.
 - Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.
 - Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall

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remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

- Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.
- Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.
- Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.
- Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.
- Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed either inside or outside so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

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- Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.
 - i. No bus shall be operated with a tread groove pattern depth:
 - 1. Less than $\frac{4}{32}$ ($\frac{1}{8}$) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
 - 2. Less than $\frac{2}{32}$ ($\frac{1}{16}$) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.
 - ii. No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.
 - iii. Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.
- Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts, shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.
- Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.
- Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209—October 1, 2008, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C. F. R. 571.210 October 1,2008, hereby incorporated by reference.
- Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A-B-C rating and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:
 - i. Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or a clearly marked compartment and be readily accessible.
 - ii. Each fire extinguisher shall be maintained in efficient operating condition and equipped with some means of determining if it is fully charged.
 - iii. Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, Florida Statutes.
- Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, October 1, 2008, hereby incorporated by reference, as well as the following:
 - i. Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.
 - ii. Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in

System Safety Program Plan (SSPP)

case of a collision. This requirement shall also apply to parts of the bus associated with the operation of the lift or ramp.

- iii. The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).
- iv. The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus or vertically beyond the lowest part of the rim of the wheel closest to the lift.
- v. Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:
 - 1. The manufacturer's name and address.
 - 2. The month and year of manufacture.
 - 3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.
- o Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

Any additional text for Chapter 16.0 must be inserted above this point for formatting/page numbering purposes.

17.0 Internal and External Safety Audits

The Transportation Director is responsible for conducting announced and unannounced internal safety audits of Marion Transit units and contract operators. Annual internal safety audits will be conducted starting October 1st of each calendar year and ending prior to the end of the same calendar year utilizing the internal audit checklist included in Appendix G. The annual audit results will be documented by the Transportation Director in a report containing the following:

- Identification of the findings, including a detailed description of any deficiency.
- Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.
- Any required suspension of bus transit system service should Your Community Transit determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

In addition, announced and unannounced periodic internal audits will be conducted by the Transportation Director or designee(s) to ensure compliance with all the objectives and requirements of SSPP and Florida Administrative Code Rule 14-90. Safety audits (sampling) of vehicles and records will be conducted on random basis, but at least annually. Pre-Post Trip Inspections will also be utilized to monitor safety concerns/issues on a daily basis. Facility inspection will be conducted once every week to identify and resolve potential safety and security hazards. The HR Director will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that safety compliance, both in-house and contracted, is achieved at all times. Contractors/subcontractors are subject to audits and inspections on an announced or unannounced basis at the discretion of Marion Transit management. Marion Transit, or its contractor, will conduct safety and security reviews of contract service operators, at least once every three years, to ascertain compliance with the provisions of Florida Administrative Code Rule 14-90.

Marion Transit management will work closely with regulatory agencies (FDOT, FTA, etc.) when external audit notifications are received and allocate resources, as necessary, to facilitate the audits.

Any additional text for Chapter 17.0 must be inserted above this point for formatting/page numbering purposes.

18.0 Certification

The Transportation Director will submit an annual safety and security certification to the FDOT utilizing the self-certification form included in Appendix H. **The certification will be submitted no later than February 15, for the prior calendar year period unless otherwise required by FDOT.** The certification will attest to the following:

- The adoption of an SSPP and an SPP in accordance with established standards set forth in Florida Administrative Code Rule 14-90.
- Compliance with the adopted SSPP and SPP.
- Performance of safety inspections on all buses operated by the system in accordance with Florida Administrative Code Rule 14-90.
- Reviews of the SSPP and SPP have been conducted to ensure they are up to date.

The certification will also include:

- The name and address of Marion Transit, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from Marion Transit.
- A statement signed by the Chief Executive Officer/signatory authority responsible for the management of Marion Transit attesting to compliance with Florida Administrative Code Rule 14-90.

Any additional text for Chapter 18.0 must be inserted above this point for formatting/page numbering purposes.

19.0 Appendices

- Appendix A: Rule Chapter 14-90, F.A.C.
- Appendix B: Substance Abuse Policy
- Appendix C: Maintenance Plan
- Appendix D: Preventative Maintenance Guidelines
- Appendix E: Medical Examination Form 725-030-011
- Appendix F: Radio Operating Procedures
- Appendix G: Internal Safety Audit Checklist
- Appendix H: Bus Transit System Annual Safety and Security Certification Form
- Appendix I: SSPP Addendums (placeholder for future updates)
- Appendix J: Text Formatting Palette
- Appendix K: Marion Transit Procedures
 - a. Operations Staff Accident Procedures / Responsibilities
 - b. Pre-Trip / Post-Trip Daily Inspections
 - c. Biohazard Clean Up Procedure
 - d. Bus Evacuation Procedure/Plan
 - e. Transportation for Life Sustaining Activities
 - f. Lift & Wheelchair Procedure/Policy
 - g. Closing Procedure for Dispatch
 - h. Railroad Crossings Procedure
 - i. Proper Use of Two-Way Radios
 - j. Reasonable Modification Policy
 - k. Employee Incident & Injury Report Procedure
 - l. Vehicle Inspections
 - m. Complaint & Compliments Procedure
 - n. Alternative Internet Access
 - o. Customer Rights & Responsibilities
 - p. Scope of Work for Community Transportation Coordinators
 - q. Rider Disciplinary- Suspension Policy
 - r. Marion Transit STAR
 - s. Client Intake Procedure / Form
 - t. Trip Rate Procedure
 - u. Bus Road Call & Wrecker Procedure
 - v. Disadvantaged Business Enterprise (DBE) Policy/Procedure
 - w. About our Clients
 - x. Bus Video Review Policy
 - y. Asset Management Plan
 - z. Client Injury Report
 - aa. Supervisor Incident Review

Appendix A
Rule Chapter 14-90, F.A.C.

Appendix B

Substance Abuse Policy

Appendix C

Maintenance Plan

Appendix D

Preventative Maintenance Guidelines

Appendix E

Medical Examination Form 725-030-011

Appendix F

Radio Operating Procedures

Appendix G

Internal Safety Audit Checklist

Appendix H
Bus Transit System
Annual Safety and Security Certification
Form

Appendix I
SSPP Addendums
(placeholder for future updates)

Appendix J

Text Formatting Palette

Formatting/Styles

Report margins:

Top margin = 1"
Bottom margin = 1"
Left margin = 1.25"
Right margin = .75"

Heading levels:

Heading One

Arial 18 pt bold; centered; paragraph spacing = 20 pt after

Heading 2

Arial 12 pt bold; left-aligned; line spacing-single; paragraph spacing = 6 pt before, 14 pt after

Body Text: Arial 11, single spaced, one blank line between paragraphs.

- Bulleted List: Arial 11 pt; line spacing-single; paragraph spacing = 6 pt before

General Instructions

How to Update Table of Contents:

Right click on table of contents and choose **update field**—you will then have the option of updating the entire table of contents or just the page numbers.

How to Add New Section:

Under **Page Layout Menu**, choose **Breaks**, then **Section Break**, then **Next Page**.
Heading numbers should update automatically in new section.

Appendix K

Marion Transit Procedures

- a. Operations Staff Accident Procedures / Responsibilities
- b. Pre-Trip / Post-Trip Daily Inspections
- c. Biohazard Clean Up Procedure
- d. Bus Evacuation Procedure/Plan
- e. Transportation for Life Sustaining Activities
- f. Lift & Wheelchair Procedure/Policy
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Diane Poitras

District Transit Programs Administrator
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Orlando, FL 32824
Phone: 407-482-7860
Email: diane.poitras@dot.state.fl.us



FDOT District Five Modal Development Office
420 W Landstreet Road, MS 594
Orlando, FL 32824

SUBSTANCE ABUSE POLICY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF COMPLIANCE

725-030-10
TRANSIT
12/01

for a
SECTION 5311 SUBRECIPIENT
(Certifying compliance with 49 CFR Parts 40, 655)
To
Florida Department of Transportation

DATE 1/31/2023

Section 5311 Subrecipient Information:

AGENCY NAME: Marion Senior Services, Inc.
ADDRESS: 1101 SW 20th Court, Ocala, FL 34471
PHONE: 352-620-3071

FDOT District Office Information:

NAME: FDOT District 5, Modal Development Office
ADDRESS: 420 W. Landstreet, Orlando, FL 32824
PHONE: (321) 319-8174

I, Clayton Murch, Transportation Director
(Name) (Title)

hereby certify that Marion Senior Services, Inc. d/b/a Marion Transit and its applicable
(Name of Subrecipient)
contractor(s) (listing attached hereto) for N/A
(Name of Subrecipient)

has (have) established and implemented an anti-drug and alcohol misuse prevention program in accordance with the provisions of 49 CFR Parts 40 and 655 as amended. I further certify that the employee training conducted under this part meets the requirements of 49 CFR Parts 40 and 655 as amended.

Clayton Murch
Signature

Attachment: (Applicable Contractor(s) - Name, Address, Phone #, Contact Person)

PAPERWORK REDUCTION ACT NOTICE (as required by 5 CFR 1320.21)

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2105-0529. Public reporting for this collection of information is estimated to be approximately 90 minutes per response, including the time for reviewing instructions, completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance, 1200 New Jersey Avenue, SE, Suite W62-300, Washington, D.C. 20590.

Title 18, USC Section 1001, makes it a criminal offense subject to a maximum fine of \$10,000, or imprisonment for not more than 5 years, or both, to knowingly and willfully make or cause to be made any false or fraudulent statements of representations in any matter within the jurisdiction of any agency of the United States.

MARIONTRANSIT

Substance Abuse Policy

Zero Tolerance

In accordance with USDOT and FTA Regulations

MARIONTRANSIT is dedicated to providing safe, dependable, and economical transportation service to its patrons. **MARIONTRANSIT** employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol.

This policy is established to comply with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40, as amended. **Policy provisions authorized by MARIONTRANSIT are italicized and bolded throughout this policy.** All other policy provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).

This policy is approved by: Jennifer Martinez

Title of approving official: Executive Director – Marion Senior Services, Inc.

Signature of approving official:



Date signed: February 12, 2024

Policy effective date: February 12, 2024

MARIONTRANSIT

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MARIONTRANSIT

1. Testing Program Background

The Omnibus Transportation Employee Testing Act of 1991 (OTETA) directed the United States Department of Transportation (USDOT) to promulgate regulations outlining the procedures for transportation workplace drug and alcohol testing. The USDOT regulations titled, "Procedures for Transportation Workplace Drug and Alcohol Testing" are codified as 49 CFR Part 40. The regulations ensure uniform practices for specimen collections, laboratory analysis, medical review, result reporting and the Return-to-Duty process for violating employees. The regulations are applicable to safety-sensitive employees in transportation workplaces throughout the nation (transit, railroad, aviation, commercial drivers, etc.).

The OTETA also directed each transportation administration to craft industry-specific regulations that define which employees are subject to testing, the testing circumstances, policy statement requirements and training requirements, relevant to that industry. *MARIONTRANSIT* is required to comply with both the USDOT regulations described above, as well as the Federal Transit Administration regulations "Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations" which are codified as 49 CFR Part 655.

2. Employee Applicability

This policy and the USDOT/FTA testing program apply to all safety-sensitive *MARIONTRANSIT* employees. The policy also applies to volunteers who are required to hold a Commercial Drivers License (CDL) and volunteers that receive remuneration in excess of actual expenses accrued while carrying out assigned duties. Adherence to this policy and the USDOT/FTA testing program is a condition of employment in a safety-sensitive position with *MARIONTRANSIT*. All employees of *MARIONTRANSIT* who perform, or could be called upon to perform, any of the following duties are defined as safety-sensitive employees:

1. Operate a public transportation vehicle, while in or out of service
2. Control the movement of a public transportation vehicle

The *MARIONTRANSIT* positions classified as safety-sensitive include:

- Transportation Director
- Transit Manager
- Transportation Trip Manager
- Transit Assistant
- Transportation Office Assistant
- Transportation Dispatchers
- Transportation Scheduler
- Transit Drivers

MARIONTRANSIT

3. USDOT/FTA Prohibited Drug Classes

- Amphetamines
- Cocaine
- Marijuana
- Opioids
- Phencyclidine (PCP)

4. Pre-employment Drug and Alcohol Background Checks

In accordance with 49 CFR Part 40.25, **MARIONTRANSIT** must make and document good faith efforts to perform drug and alcohol background checks for all applicants applying for a safety-sensitive position and all current employees applying for transfer into a safety-sensitive position. Testing information will be requested from each of the applicant's previous DOT covered employers during the two years prior to the date of application. **MARIONTRANSIT** must obtain the applicant's written consent for the release of their drug and alcohol testing information from their previous DOT covered employers to **MARIONTRANSIT**. Applicants refusing to provide written consent are prohibited from performing safety-sensitive functions for **MARIONTRANSIT**.

Safety-sensitive applicants who have previously violated the USDOT testing program must provide documentation that they have successfully completed the USDOT's Return-to-Duty process with a DOT-qualified Substance Abuse Professional (SAP). Failure to provide satisfactory documentation will exclude the applicant from being hired or transferred into a safety-sensitive position with **MARIONTRANSIT**.

5. Pre-Employment Testing

All applicants for safety-sensitive positions shall undergo a pre-employment urine drug test. **MARIONTRANSIT** must receive an MRO-verified negative drug test result prior to the applicant's first performance of any safety sensitive function, including behind-the-wheel training.

If an applicant's pre-employment urine drug test result is verified as positive, the applicant will be excluded from consideration for employment in a safety-sensitive position with MARIONTRANSIT. The applicant will be provided a list of USDOT-qualified Substance Abuse Professionals.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was also removed from the random testing pool for 90 days or more, must submit to a pre-employment urine drug test. **MARIONTRANSIT** must be in receipt of a negative drug test result prior to the employee resuming any safety-sensitive function.

6. Random Testing

Safety-sensitive employees will be subject to random, unannounced testing. **MARIONTRANSIT** will perform random testing in a manner that meets or exceeds the FTA minimum annual testing requirements, as amended. The selection of employees for random testing will be made using

MARIONTRANSIT

a scientifically valid method. All safety-sensitive employees will have an equal chance of being selected each time a random draw is performed. Random alcohol tests will be conducted just before, during or just after the employee's performance of a safety-sensitive function. Random drug tests may be conducted anytime an employee is on duty, on call for duty or on standby for duty.

Once an employee is notified that they have been selected for a random test, they must proceed immediately to the testing location. Failure to proceed immediately may be deemed a refusal to test.

7. Reasonable Suspicion Testing

All safety-sensitive employees must submit to reasonable suspicion drug and/or alcohol testing when a supervisor or company official trained in detecting signs and symptoms of drug use and alcohol misuse has made specific, contemporaneous, articulable observations concerning an employee's appearance, speech, behavior and/or body odor. Reasonable suspicion testing for alcohol misuse will occur when observations are made just before, during, or just after the employee's performance of a safety-sensitive function. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty or on standby for duty and a trained supervisor has made the observations.

8. Post-Accident Testing

Fatal Accidents: Safety-sensitive employees must submit to post-accident drug and alcohol testing following an accident involving a public transportation vehicle that results in the loss of human life. In addition to a surviving operator of the vehicle, any other surviving, safety-sensitive employee whose performance could have contributed to the accident must also be tested.

Non-Fatal Accidents: All safety-sensitive employees whose actions cannot be completely discounted as a contributing factor must submit to post-accident drug and alcohol testing when a non-fatal accident meets one or more of the following thresholds:

1. An individual suffers bodily injury and immediately receives medical treatment away from the scene
2. One or more vehicles incurs disabling damage that requires the vehicle(s) to be towed away from the accident scene
3. If the public transportation vehicle is a rail car, trolley car, trolley bus or vessel and has been removed from service.

MARIONTRANSIT officials will use the best information available at the scene, to determine if a safety-sensitive employee's performance can be completely discounted as a contributing factor to the accident.

Post-accident drug and alcohol tests will be conducted as soon as practicable following the accident. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident

MARIONTRANSIT

alcohol test. Any safety-sensitive employee who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing will be deemed to have refused the test. However, employees are not prohibited from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

9. Urine Specimen Collections

Urine specimen collections will be conducted in accordance with USDOT rule, 49 CFR Part 40, as amended. Collectors will be appropriately trained and qualified to perform urine specimen collections for USDOT covered employers. Urine specimen collectors will use the split-specimen collection method and will afford the donor (employee) the greatest degree of privacy permitted per 49 CFR Part 40, as amended. When an observed collection is required, the observer will be of the same gender as the donor (employee).

10. Refusal to Submit to Urine Drug Testing

The following actions constitute a “refusal to test” in accordance with 49 CFR Part 40, as amended:

- (1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
- (2) Failure to remain at the testing site until the testing process is completed (after the process has been started)
- (3) Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
- (5) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (6) Failure or decline to take an additional drug test the employer or collector has directed you to take
- (7) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by **MARIONTRANSIT**
- (8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
- (9) For an observed collection, failure to follow the observer’s instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- (11) Admitting to the collector or MRO that you adulterated or substituted the specimen.
- (12) When the MRO verifies your drug test result as adulterated or substituted.

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Refusing to submit to a USDOT/FTA required test is a violation of the USDOT/FTA testing program. Employees are required to be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per MARIONTRANSIT authority, violation of the USDOT/FTA testing program will result in termination of employment.***

11. Urine Specimen Analysis

All specimens will be transported or shipped to a laboratory certified by the Department of Health and Human Services (DHHS). All specimens will be analyzed at the laboratory in accordance with 49 CFR Part 40, as amended. The procedures that will be used to test for the presence of prohibited drugs will protect the employee and the integrity of the drug testing process, safeguard the validity of the test results and ensure that the test results are attributed to the correct employee. Laboratory confirmed drug test results will be released only to a certified Medical Review Officer (MRO) for review and verification.

Negative-Dilute Specimens

Upon receipt of an MRO verified negative-dilute drug test result with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, **MARIONTRANSIT** will require applicants and employees to submit to a second urine collection per 49 CFR Part 40.197. The collection of the second specimen will not be conducted using direct observation procedures. The MRO verified result of the second urine drug test will be accepted by **MARIONTRANSIT** as the final result and the test of record. ***MARIONTRANSIT will apply this policy provision uniformly for all pre-employment and random urine drug tests reported by the Medical Review Officer to have creatinine levels greater than 5mg/dl but less than 20mg/dl (negative-dilute results).*** Once notified that a second collection is required, employees must proceed immediately for testing. An employee's failure to report immediately may be deemed as a refusal to submit to testing, which is a violation of the USDOT/FTA testing program. ***Per MARIONTRANSIT authority, violation of the USDOT/FTA testing program will result in termination of employment.***

12. Role of the Medical Review Officer (MRO)

The role of the Medical Review Officer is to review and verify laboratory confirmed test results obtained through a DOT-covered employer's testing program. When a non-negative drug test result is received, the MRO will communicate with the donor (employee) to determine if a legitimate medical explanation exists. When a legally prescribed medication has produced a non-negative result, the MRO will verify the prescription and report the result as "negative" to **MARIONTRANSIT**. Medical conditions and other information obtained by the MRO during the interview with the donor will be maintained in a confidential manner. However, if the MRO believes that a medication prescribed to the donor may pose a significant safety risk, the MRO will require the donor to contact his/her prescribing physician and request that the physician contact the MRO within 5 business days. The MRO and prescribing physician will consult to determine if the employee's medication use presents a significant safety risk. **MARIONTRANSIT** will be notified by the MRO when the outcome of the consultation results in a determination that the donor's medication use presents a significant safety risk. If the employee's prescribing physician fails to respond, the safety concern will be reported to **MARIONTRANSIT** without

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consultation. Based on the MRO recommendation, **MARIONTRANSIT** may deem the employee medically disqualified from performing safety-sensitive functions. The MRO assigned to review and verify laboratory drug test results for **MARIONTRANSIT** is:

Dr. Suzanne L. Steele, M.D.
Vault Health
1100 Easton Road, Suite F
Willow Grove, PA 19090
T 800. 732. 3784 / F 215. 396. 5609
www.vaulthealth.com / mro@vaulthealth.com

13. **Consequence for MRO Verified Positive Drug Test**

When **MARIONTRANSIT** is notified of an MRO verified positive drug test, or a test refusal due to adulteration or substitution; the violating employee will be immediately removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. Applicants will be excluded from hire and provided a list of DOT-qualified Substance Abuse Professionals. ***Per MARIONTRANSIT authority, violation of the USDOT/FTA testing program will result in termination of employment.***

14. **Split Specimen Testing**

As an important employee protection, split specimen collection procedures will be used for all USDOT/FTA urine collections. When an employee challenges an MRO verified result, he/she may request that the split specimen (bottle B) be tested at a different DHHS certified laboratory that conducted the test of the primary specimen (bottle A). Instructions for requesting the split specimen test will be provided by the Medical Review Officer during his/her interview with the donor (employee). In accordance with USDOT rule, **MARIONTRANSIT** will ensure that the fee to process the split specimen test is covered, in order for a timely analysis of the split specimen. ***MARIONTRANSIT may seek reimbursement for the cost of the split specimen test.***

15. **Alcohol Prohibition**

Safety-sensitive employees are prohibited from consuming alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or greater. Safety-sensitive employees must not consume alcohol within eight (8) hours following an accident or until the employee submits to post-accident testing, whichever occurs first.

16. **Alcohol Testing**

All alcohol screening tests and confirmation tests will be performed in accordance with USDOT rule, 49 CFR Part 40. The procedures that will be used to test for alcohol misuse will protect the employee and the integrity of the testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee.

When an alcohol-screening test indicates a blood alcohol concentration (BAC) of 0.02 or greater, a confirmation test will be performed using an evidential breath-testing device listed on the USDOT/ODAPC webpage as an "Approved Evidential Breath Measurement Device". The

MARIONTRANSIT

confirmed blood alcohol concentration (BAC) result will be transmitted by the technician to **MARIONTRANSIT** in a confidential manner. A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.02 or greater but less than 0.04 will be removed from safety-sensitive duties for a period of at least (8) eight hours or until test results fall below 0.02.

17. **Consequence for a USDOT/FTA Confirmed Alcohol Violation**

A safety-sensitive employee who has a confirmed blood alcohol concentration (BAC) of 0.04 or greater has violated the USDOT/FTA testing program and will be removed from safety-sensitive duty and provided a list of DOT-qualified Substance Abuse Professionals. ***Per MARIONTRANSIT authority, violation of the USDOT/FTA testing program will result in termination of employment.***

18. **Refusal to Submit to Alcohol Testing**

The following actions constitute a refusal to submit to an alcohol test:

- (1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete
- (3) Fail to provide an adequate amount of saliva or breath for any USDOT required alcohol test
- (4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- (5) Fail to undergo a medical examination or evaluation, as directed by the [Agency]
- (6) Fail to sign the certification at Step 2 of the ATF
- (7) Fail to cooperate with any part of the testing process.

Refusing to submit to a USDOT/FTA required test is a violation of USDOT/FTA testing program. Employees must be immediately removed from safety-sensitive duty and provided a list of USDOT-qualified Substance Abuse Professionals. ***Per MARIONTRANSIT authority, violation of the USDOT/FTA testing program will result in termination of employment.***

19. **MARIONTRANSIT Testing Program Contacts**

Designated Employer Representative (Drug & Alcohol Program Manager)

Herman Schulz, Transportation Manager
1101 SW 20th Court, Ocala, FL 34471
352-620-3519
hschulz@marionseniorservices.org

Alternate (back-up) Program Manager

Renee Cunningham, Human Resources Director
1101 SW 20th Court, Ocala, FL 34471
352-620-3501
rcunningham@marionseniorservices.org

MARIONTRANSIT

The referenced USDOT and FTA regulations, as well informational material related to this testing program are available for review and/or download from the Florida Department of Transportation's Substance Abuse Management Website: <http://sam.cutr.usf.edu>. Further information may be obtained from the USDOT's Office of Drug and Alcohol Policy and Compliance website: <https://www.transportation.gov/odapc> and the Federal Transit Administration's (FTA) website: <https://transit-safety.fta.dot.gov/DrugAndAlcohol/Default.aspx>

TRIENNIAL REVIEW



Florida Department of Transportation

RON DESANTIS
GOVERNOR

420 W. Landstreet Rd.
Orlando, FL 32824

KEVIN J. THIBAUT, P.E.
SECRETARY

May 3, 2021

Tom Wilder
Transportation Director
Marion Senior Services
1101 Southwest 20th Court
Ocala, Florida 34471

Re: Marion Senior Services – 2021 Florida Department of Transportation (FDOT) Triennial Review Compliance Notice

Dear Mr. Wilder:

This letter is to confirm that the 2021 Marion Senior Services' FDOT Triennial Review conducted on January 26 and 27, 2021, is now closed. Following the Triennial Review Report originally transmitted on March 17, 2021, the Department has found Marion Senior Services in compliance with the FDOT regulations for providing public transportation services and for receiving federal funding programs 49 U.S.C. §5310, §5311, and §5339. A summary of review findings is provided in Attachment A of this notice. Thank you for cooperating with the FDOT review team to work towards compliance in various areas of Marion Senior Services' public transportation program.

Your cooperation during the process was greatly appreciated. The Department looks forward to continuing its valued partnership with Marion Senior Services to provide safe and efficient public transportation for the residents of Marion County.

Should you have any questions or require additional information, please do not hesitate to contact me directly at (321) 319-8174 or e-mail diane.poitras@dot.state.fl.us.

Sincerely,

DocuSigned by:

1053F40140014E0...
Diane POITRAS

Transit Programs Administrator
FDOT District Five

c:
Carlos Colon, Transit Project Coordinator - FDOT, District Five
Sophia Villavicencio-Ortiz, In-House Consultant – VHB
Jennifer Martinez, Executive Director – Marion Senior Services
Herman Schulz, Transit Manager – Marion Senior Services
Ken McKelvy, Transit Manager – Marion Senior Services

Attachment A – Findings Summary

FDOT Triennial Review - Section 5311 Sub-Recipient Finding Summary

Review Category	Review Area/Finding Level	Details
Charter Bus/School Bus	No Findings	Not Applicable
Civil Rights: Americans with Disabilities Act (ADA)	No Findings	Not Applicable
Civil Rights: Disadvantaged Business Enterprise	No Findings	Not Applicable
Civil Rights: Equal Employment Opportunity	No Findings	Not Applicable
Civil Rights: Title VI Program	Plan and Support Documents / Area of Concern	Agency's Title VI Plan does not identify the racial breakdown of the Transportation Disadvantaged Local Coordinating Board (TDLCB) in the region.
Civil Rights: Title VI Program	Plan and Support Documents / Area of Concern	Agency's Title VI Plan did not conclude include the American Community Survey maps and tables provided by FDOT.
Coordinated Plans	Coordinated Public Transportation/Human Services / Area of Concern	"Section 5310 CFR 9070.1G Coordinated Public Transit-Human Services Transportation Plan. On December 4, 2015, Congress enacted the Fixing America's Surface Transportation (FAST) Act, which provides funding for highway and transit programs. The FAST Act has been extended through fiscal year 2021 in September of 2020. The law includes transportation planning requirements. Among these, FAST requires that local communities have a coordinated human services transportation plan. Projects funded by the Federal Transit Administration's (FTA) Section 5310 (Enhanced Mobility for Seniors and Individuals with Disabilities) Program, "must be derived from a locally developed, coordinated public transit-human services transportation plan." In addition to promoting local transportation coordination, this

FDOT Triennial Review - Section 5311 Sub-Recipient Finding Summary

Review Category	Review Area/Finding Level	Details
		<p>requirement is intended to improve transportation services for persons with disabilities, older adults and individuals with lower incomes. FTA defines a coordinated plan as a unified, comprehensive strategy for public transportation service delivery that defines the transportation needs of individuals with disabilities, seniors, and individuals with limited incomes, lays out strategies for meeting these needs and prioritizes services.</p> <ul style="list-style-type: none"> • Requires public participation for the planning process, the TDLCB meetings are part of the coordinated system but not a part of the planning process. • Agency should work with Ocala/Marion TPO on this process to update this plan. • MSS is required to develop a Coordinated Public Transit-Human Services Transportation Plan which can also be used to meet the Commission for Transportation Disadvantaged requirements for the TDSP.
Drug & Alcohol Testing	Drug and Alcohol Policy / Area of Concern	Agency may be including employees in the federal testing program that are not performing safety-sensitive functions (as defined by FTA rule, 49 CFR Part 655.4). Federal testing of employees who are not covered by the rule is prohibited.
Drug & Alcohol Testing	Pre-Employment- Testing and Background Checks / Deficiency	USDOT rule, 49 CFR Part 40.25 requires all transportation employers to perform drug and alcohol background checks when an applicant or transferee is being placed into a safety-sensitive position and has previously held a DOT-covered position within the 2 years prior to date of application. Agency was not able to provide documentation that DOT-previous employer drug and alcohol background checks (inquiries) are being performed.

FDOT Triennial Review - Section 5311 Sub-Recipient Finding Summary

Review Category	Review Area/Finding Level	Details
Project Management/Financial Information	Procurement / Area of Concern	Agency's procurement policy does not include language explaining the graduated purchasing authority that is followed and language explaining the agency's appeal and protest procedures.
Project Management/Financial Information	Procurement / Area of Concern	Agency should update the addendum concerning SAM.gov check to make it clear that any proposed vendor that will be paid with federal funds must not be excluded or disqualified through the Excluded Parties List System (EPLS) by completing a verification search on the following link: Sam.gov/SAM/
Project Management/Financial Information	Procurement / Area of Concern	FDOT address on DBE plan is outdated.
Project Management/Financial Information	Procurement / Area of Concern	Agency's procurement policy did not include reference that procurements utilizing federal funds will be in accordance to 2 CFR 200.317 – 200.326.
Safety and Security	Driver Qualifications / Observation	The CUTR team reviewed a random selection of driver records to ensure that all licenses, medical examinations, and training requirements were in compliance with Chapter 14-90, FAC and the agency's SSPP. Marion Senior Services is doing a good job ensuring they are in compliance with these requirements.
Safety and Security	Rules and SOPs / Deficiency	Marion Senior Services operators observed during the virtual ride-along did not operate the bus in accordance with the agency's rules and regulations and in observance of local, state, and federal laws.
Safety and Security	Accidents / Deficiency	<p>Marion Senior Services does not address the following requirements for Event Investigation as outlined in Rule 14-90 FAC.:</p> <ul style="list-style-type: none"> • Events are investigated and documented in a final report that includes a description of the investigation activities, identified causal factors, and any identified corrective actions - Documentation not consistent with agency's SSPP

FDOT Triennial Review - Section 5311 Sub-Recipient Finding Summary

Review Category	Review Area/Finding Level	Details
		<ul style="list-style-type: none"> Corrective action plans are developed by the bus transit system that will identify planned actions and schedule for implementation - Documentation not consistent with agency's SSPP Does the agency monitor and tracks the implementation and completion of each corrective action - Documentation not consistent with the agency's SSPP Does the agency have a follow-up procedure in place to ensure that the corrective action is working - Documentation not consistent with the agency's SSPP Does the agency conduct annual/periodic safety and hazard analysis of data – agency stated that this requirement is under implementation
Safety and Security	Accidents / Deficiency	Marion Senior Services does not address the requirement of notification and investigation reports, findings, causal factors, corrective action plans, supporting documents as outlined in Rule 14-90 FAC. – Several files are incomplete missing CAP implementation documentation along with CAP monitoring documentation.
Safety and Security	Hazards / Deficiency	Marion Senior Services does not conduct a hazard analysis to assess the level of risk the seating capacity and configuration could pose if a vehicle needed to be evacuated in an emergency situation for vehicles with more than three (3) wheelchair positions as outlined in FDOT guidelines.
Safety and Security	Emergency Management and Security / Deficiency	<p>Marion Senior Services does not address the following requirements for the development and adoption of a Security Program Plan as outlined in Rule 14-90 FAC.</p> <ul style="list-style-type: none"> Approved Security Program Plan (SPP) – The document is not signed. Certification requirements SPP requirements for contractors

FDOT Triennial Review - Section 5311 Sub-Recipient Finding Summary

Review Category	Review Area/Finding Level	Details
		<ul style="list-style-type: none"> • Procedures for oversight and monitoring of contractors compliance with security requirements • Review threat and vulnerability assessment • Procedures for SPP maintenance and distribution: includes disclosure prohibition per Section 119.071(3)(a), F.S. – disclosure prohibition is not included.
Equipment Management	No Findings	Not Applicable
Facility Maintenance	No Findings	Not Applicable
National Transit Database (NTD)	No Findings	Not Applicable
Vehicle Maintenance	Vehicle Files / Observation	Marion Senior Services has an excellent PM program. The program is well documented and maintenance practices are consistent with the agency's written policies. Performance measures also indicated the program is efficient.
Vehicle Maintenance	Vehicle Files / Vehicle Files	A safety-sensitive defect was identified during the on-site vehicle inspection. The critical nature of the defect resulted in the vehicle being removed from service by the FDOT District 5 Representative.
Vehicle Maintenance	Maintenance Plan / Maintenance Plan	The fleet roster does not include all of the vehicles currently operated by Marion Senior Services to provide passenger transportation.
Vehicle Maintenance	Pre and Post-Trip Inspections / Pre and Post Trip Inspections	Although the drivers checked the wheelchair lift and interlock during their pre-trip inspection observation, they did not seem completely familiar with all of their safety functions.

BUS FARES & INFORMATION

FARES

One Way Trip \$2.00

Rider Types:

Transportation Disadvantaged:

- Age – 60+ or -16 years old.
- Physical or Mental Disability
- Income level – 150% Federal Poverty = Less than \$18,084 annually.

Section 5311 Rural Public Transportation:

- Must be pre-registered with *MarionTransit* open to the public during service hours.

ADA – Complementary Paratransit Service

- Persons with disabilities who reside within ¼ mile of either side of the SunTran fixed route system. Eligibility is determined by SunTran.

FARE INFORMATION

1. All riders are expected to pay the established fare.
2. You must have exact change.
3. You must pay the full fare each time you board the bus.
4. You may pay the fare in cash OR ticket.
5. Fare waivers may be applied for by calling Marion Transit who will collect the necessary information to see if you meet the guidelines for a fare waiver.

Rev. 6/2020

MARIONTRANSIT

CUSTOMER RIGHTS & REMEDIES

CTC = Community Transportation Coordinator

SAFETY - Customers have the right to:

1. Trips in air-conditioned and heated vehicles;
2. Safe, clean, properly equipped, and smoke-free vehicles;
3. Properly fastened seatbelts and/or mobility device tie downs;
4. Vehicle transfer points that are sheltered, secure and safe;
5. A properly identified driver;
6. Adequate seating, to include ample space for service animals;
7. Assistance in maneuvering mobility devices up and down at a minimum one step; and
8. Medical emergencies that occur on board Marion Transit will be handled by 911 personnel.

Customers are responsible for:

1. Being ready and waiting for Marion Transit vehicle in a safe location;
2. Keeping seat belts and mobility device tie downs secure until vehicle stops (**Seatbelt use is Mandatory while riding Marion Transit**);
3. Remaining seated until vehicle comes to a complete stop;
4. Reporting any safety hazards;
5. Keeping wheelchairs or other mobility aids in good condition;
6. Not tampering with or operating vehicle equipment;
7. Addressing car-seat provision with the CTC;
8. Making CTC aware of customer's special needs prior to transport; and
9. Refraining from any violent and/or disruptive behavior

COMPLAINTS - Customers have the right to:

1. File complaints without fear of retaliation;
Telephone Number: 352.620.3071 or TD Ombudsman(800) 983-2435 **Hearing & Speech Impaired:** Call 711 (Florida Only) Florida Relay System
Email: CTDOmbudsman@dot.state.fl.us
2. Prompt investigations and effective resolutions; and
3. Current and complete program information.

Customers are responsible for:

1. Filing complaints in a timely manner; and
2. Providing CTC with pertinent information.

MARIONTRANSIT

CUSTOMER RIGHTS & REMEDIES

SERVICE - Customers have the right to:

1. ADA - Pick-ups between **1 Hour** before and **1 Hour** after;
2. Non-ADA Pick-ups between **2 Hours** before and **2 Hours** after;
3. Expect driver to wait **5** minutes, but no longer than **7** minutes;
4. Toll-free accessibility to the CTC;
5. Be delivered to an appointment *on-time;
6. The CTC's policy on standing orders; (ask Reservations) and
7. The CTC's policy on no-shows. (see Marion Transit brochure)

Customers are responsible for:

1. Advising the reservationist of appointment times;
2. Accepting a shared-ride service;
3. Reserving your ride up to two weeks in advance; but no less than 3 days from your appointment; and
4. Providing own wheelchair and/or escort.
5. Calling Dispatch to let them know you are ready for pick-up from your appointment.

COURTESY - Customers have the right to:

1. Professional, courteous, and properly trained drivers, receptionists & dispatchers;
2. Assistance while getting in and out of vehicle and to the seat; and
3. Assistance with up to **3** packages/bags; no alcohol permitted on bus.

Customers are responsible for:

1. Calling in trip cancellations AS SOON AS POSSIBLE (**ASAP**); (So others may ride).
2. Informing CTC (reservationist) of all pertinent information regarding trip;
3. Presenting the correct fare (exact change) to driver;
4. Being ready at time of pick-up;
5. Being courteous towards drivers, reservationist & dispatchers and;
6. Ensuring personal hygiene.
7. Understanding that inappropriate behavior or client violations during service delivery or service request may result in disciplinary action being taken.

***NOTE: While "on-time" performance is a Marion Transit goal, Drivers will make every effort to ensure the safety of riders is not compromised in order to meet it.**

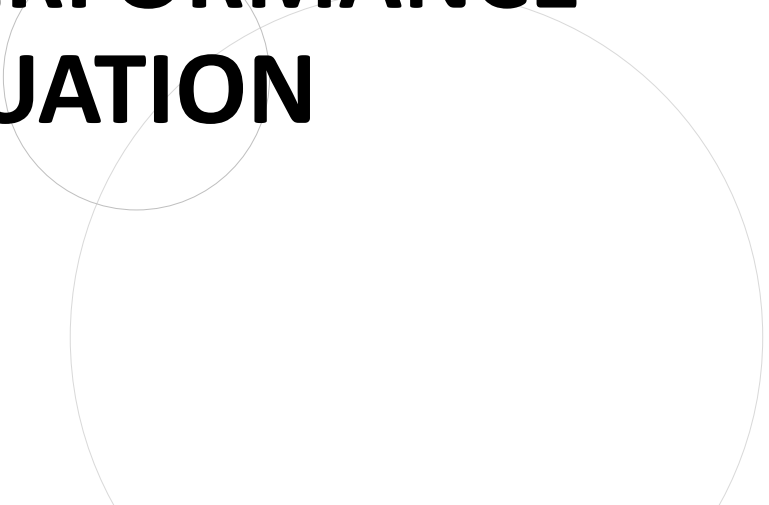
MARIONTRANSIT

A division of





**2024 COMMUNITY
TRANSPORTATION COORDINATOR
(CTC)
ANNUAL PERFORMANCE
EVALUATION**

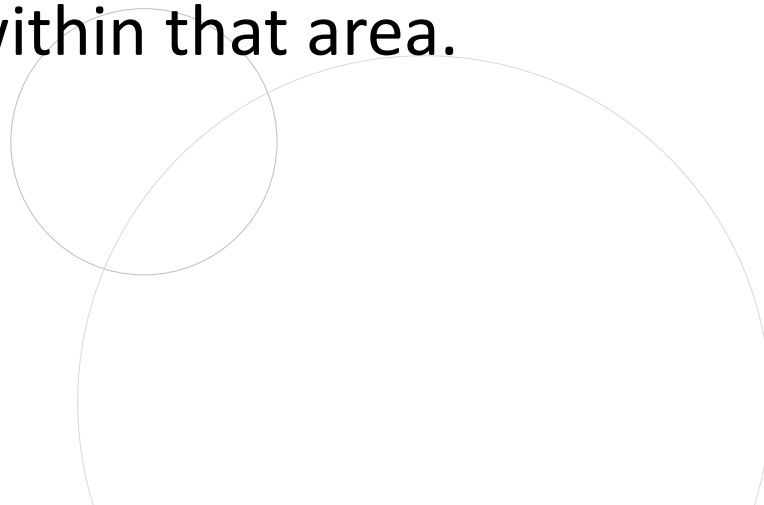




THE EVALUATION

The Evaluation is performed based on the Commission for the Transportation Disadvantaged (CTD) approved criteria.

The Commission designates a (CTC) for each county and/or service area. The CTC is responsible for coordinating and providing services to individuals who are transportation disadvantaged within that area.





WHO IS TRANSPORTATION DISADVANTAGED?

THE CRITERIA IS:

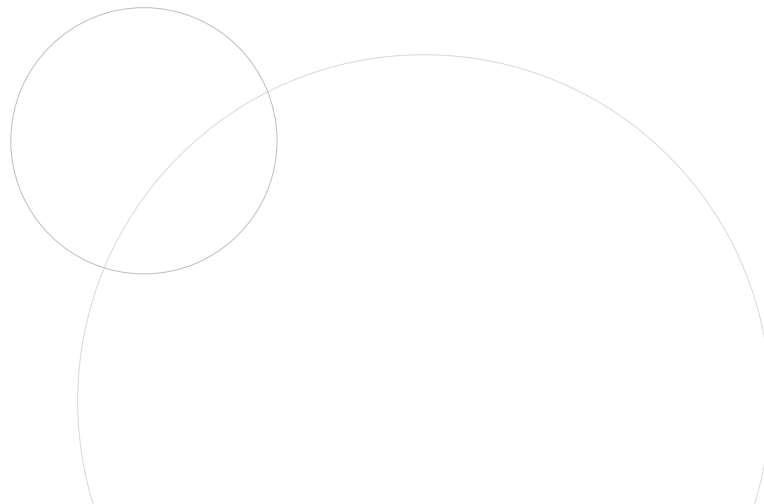
Low Income

Disabled

Age (60 and above)

You cannot drive

No access to other transportation options



WHAT SERVICES ARE PROVIDED?



TO THOSE THAT QUALIFY

- **MEDICAL APPOINTMENTS**
- **LIFE SUSTAINING ACTIVITIES**
- **EMPLOYMENT**
- **EDUCATIONAL**
- **BUSINESS**
- **GROCERIES/SHOPPING**
- **MEALS**
- **SOCIAL EVENTS**





WHAT DOES THE REVIEW COVER?

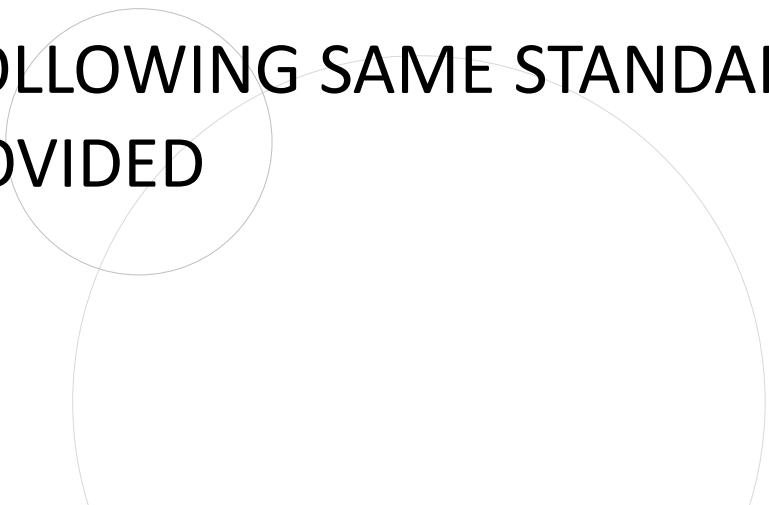
POLICIES AND PROCEDURES

- OVERALL POLICIES
- POLICY MANUAL
- ARE PROCEDURES FOLLOWED

VEHICLE OPERATION & MAINTENANCE

- MAINTENANCE SCHEDULE
- EQUIPMENT ON VEHICLES FUNCTIONING
- SAFETY EQUIPMENT FUNCTIONING

PERFORMANCE STANDARDS

- IS EVERYONE FOLLOWING PROCEDURES & PROFESSIONAL STANDARDS
 - ARE PARTNERS ALSO FOLLOWING SAME STANDARDS AND PROCEDURES
 - IS THERE TRAINING PROVIDED
- 



WHAT DOES THE REVIEW COVER?

SAFETY STANDARDS

- ARE DRIVERS TRAINED IN SAFETY MEASURES
- ARE THESE MEASURES BEING FOLLOWED
- ARE DRIVERS IDENTIFIABLE, SUCH AS BADGES OR UNIFORMS, ETC.
- ARE DRIVERS MONITORED FOR SUBSTANCE ABUSE

QUALITY ASSURANCE

- GOOD CUSTOMER SERVICE AND RIDER SATISFACTION
- ANNUAL SELF CERTIFICATION COMPLETE AND UP-TO-DATE



THE RESULTS:

- The TPO found that all policies and procedures, performance standards, quality and safety standards were being adhered to.
- Drivers are all trained with continual training updates and retrained if deemed necessary.
- All vehicles were in good working order with preset vehicle maintenance schedules.
- There is a zero tolerance substance abuse policy enforced complete with pre-employment drug, alcohol and background checks, and random testing.



RECOMMENDATIONS

Last year on our recommendation MT installed sealed drop boxes for rider comments. However, the boxes were installed near the driver where many riders cannot see it. We are recommending signage to point out the location of the box. This signage can also serve as a reminder that we encourage “rider input”.

In accordance with statute, MT is required to post inside the vehicle the phone number for the TD helpline and complaint numbers. MT has posted those numbers in the front over the driver’s seating area. These numbers need to be larger and could be positioned down the sides of the buses for better viewing from the back of the bus, and the wheelchair riders secured in the far back.



COMMENDATIONS



In speaking with the riders, and the call-in surveys, MT continues to receive rave reviews from the riders. The drivers are courteous, caring and considerate. Many riders stated that their drivers “are like family” since they see each other several times during the week.

We commend Marion Transit for their hard work and dedication!



OUR VOLUNTEERS ARE: SUPER STARS

**A BIG THANK YOU
TO ALL OF YOU!**

- Michelle Stone- call survey
- Susan Hanley- call survey
- Jacqueline Rosko- call survey
- Brandon Palermo— call survey
- Tiffany McKenzie- call survey
- Andrea Melvin- ride-along
- Carlos Colon- ride-along
- Tiffany McKenzie- ride-along
- Sara Brown- ride-along
- Liz Mitchell- ride-along





Transportation Disadvantaged Local Coordinating Board (TDLCB) Meeting

Marion County Growth Services Training Room
2710 E. Silver Springs Blvd., Ocala, FL 34470
December 7, 2023
10:00 AM

MINUTES

Members Present:

Michelle Stone
Jeffrey Askew (*arrived at 10:20am*)
Emilio Santiago
Susan Hanley
Carlos Colon
Jeannette Estes
Andrea Melvin
Tiffany Mckenzie
Keith Fair
Angela Juaristic (*arrived at 10:18aam*)
Elizabeth Alacci

Members Not Present:

Lauren Debick
Tracey Sapp
Iris Pozo
Anissa Pieriboni
Steven Neal

Others Present:

Rob Balmes, TPO
Shakayla Irby, TPO
Sara Brown, TPO
Clayton Murch, Marion Senior Services

Herman Schultz, Marion Senior Services
Joseph Bartolomeo, Marion Senior Services
Michael Kavanagh
Antonia Vasquez

Item 1. Call to Order and Roll Call

Chairwoman Stone called the meeting to order at 10:04am. Secretary Shakayla Irby called the roll and a quorum was present.

Item 2. Pledge of Allegiance

Mr. Keith Fair led the board members in the Pledge of Allegiance.

Item 3. Proof of Publication

Secretary Shakayla Irby stated that the meeting had been published November 30, 2023 online on the TPO website and Facebook and Twitter pages, the City of Ocala, Belleview, and Dunnellon websites. The meeting was also published to the November 30, 2023 edition of the Ocala Star Banner.

Item 4A. Presentation by the National Center for Mobility Management (NCMM)

A representative from NCMM was unable to attend, and no presentation was given.

Item 5A. Grievance Procedures

TPO staff regularly reviewed and/or amended the TDLCB Grievance Procedures to assure that all elements of the Grievance Procedures are in alignment with Florida statues, regulations and codes.

Notable changes to the Grievance Procedures included the addition of addresses for both Marion Senior Services and the Ocala Marion TPO for submitting written complaints.

*Mr. Colon motioned to approve the Grievance Procedures as presented.
Ms. Melvin seconded, and the motion passed unanimously.*

Item 5B. Board Elections, Vice-Chair

Per the TDLCB Bylaws, a Vice-Chair shall be elected at the last regular meeting of the calendar year. The Officer may be elected by a majority of the present voting members. The term shall be for one full calendar year. However, the Vice-chairperson may serve more than one term.

The current Vice-Chair:
Andrea Melvin, Center for Independent Living

Chairwoman Stone asked for volunteers for the Vice-Chair position of the TDLCB, but there were no takers.

Ms. Melvin expressed her willingness to continue serving in her role as Vice-Chair.

Ms. Estes motioned to keep Ms. Andrea Melvin as Vice-Chair, Mr. Fair seconded, and the motion passed unanimously.

Item 5C. Board Elections, Grievance Subcommittee (5 members needed)

The Grievance Procedures serve to guide the TDLCB in satisfying any concerns or issues by any person(s) with regard to the services provided by Marion Transit in its role as the Community Transportation Coordinator (CTC).

As part of the Grievance procedures a Grievance Subcommittee had been formed with volunteers from the TDLCB Board members to oversee and resolve any complaints and/or issues that may arise. The Grievance Subcommittee's current members included:

- Jeffrey Askew
- Steven Neal
- Keith Fair
- Anissa Pieriboni
- Vacant

Mr. Balmes said that the TPO were seeking to fill the vacant spot on the subcommittee to have five members if a situation arises where there was a conflict with the CTC. Although no such situation had occurred, it was necessary to have the committee in place.

Mr. Carlos Colon volunteered to fill the vacant seat on the Grievance Subcommittee.

Ms. Melvin motioned to add Mr. Carlos Colon to the Grievance Subcommittee.
Ms. Mckenzie seconded, and the motion passed unanimously.

Item 5D. Meeting Schedule for 2024

Mr. Fair motioned to approve the meeting schedule for 2024, Mr. Colon seconded, and the motion passed unanimously.

Item 6. Consent Agenda

Ms. Melvin motioned to approve the Consent Agenda. Ms. Mckenzie seconded, and the motion passed unanimously.

Item 7A. Volunteers for CTC Evaluation

Mr. Balmes mentioned that the TPO conducts an annual evaluation of CTC, consisting of two parts: a phone survey and a ride-along component. Further details on how to conduct both components would be provided to volunteers. A sign-up sheet was circulated in the room for members interested in participating.

Chairwoman Stone noted that none of the questions asked during the phone survey or the ride-along were intrusive.

Mr. Colon mentioned that the questions were general inquiries about the service. He also expressed his willingness to volunteer for the ride-along, emphasizing the opportunity it provided for him to conduct necessary inspections and ask questions to the riders.

Item 7B. Older Driver Safety Awareness Week

Ms. Shakayla Irby mentioned that Older Driver Safety Awareness Week was observed from December 4-8, 2023. During the week, it served as a reminder to family and friends that simply getting older doesn't mean it's time to hang up the keys. Instead, it's an opportunity to evaluate how older individuals drive and ensure they are driving safely, protecting both themselves and others on the road.

Ms. Irby also encouraged everyone to visit the Ocala Marion TPO Facebook and Twitter pages for more information.

Item 7C. Legislative Awareness Day

Mr. Balmes told the board that the Florida Commission for the Transportation Disadvantaged (CTD) would be hosting the Transportation Disadvantaged Day at the Florida Capitol in Tallahassee, Florida on Thursday, January 18, 2024. More information and how to register could be found on www.fdot.gov/ctd.

Item 8. Subcommittee's Update

- **Education and Communication Subcommittee**
 - Ms. Melvin provided an update and said a flow chart to help understand the roles of each organization had been sent out to each board member. However, she was not certain if everyone had submitted their information yet.
 - For follow-up, the subcommittee would like Ms. Mitchell to resend the flow chart, indicating those who have already completed their information and those who still need to provide it.
 - The subcommittee was also exploring how to effectively utilize survey results, identifying potential strengths and weaknesses in our marketing strategies. Aiming to determine what types of marketing are effective and what needs improvement. One strategy involved leveraging positive results as testimonials, showcasing successful outcomes to strengthen messaging.

- **Future Infrastructure, Service and Road Expansion Subcommittee**
 - Mr. Askew mentioned that the subcommittee hadn't had the chance to meet formally. However, after the last TDLCB meeting, they briefly convened to discuss various matters, including funding, new roads, road signage, and heavy traffic on the State Road 200 corridor and Marion Oaks.
 - For follow-up, Chairwoman Stone shared that there was communication from the Governor's office regarding the upcoming budget. She requested that Mr. Balmes share this information with TDLCB members as it had been shared with the TPO Board. The Governor acknowledged the need for future road improvements, and at the TPO level, a Congestion Management Process had been completed.
 - Chairwoman Stone also mentioned that during the December 6, 2023 Board of County Commission meeting, a public hearing was held to determine whether the One Cent Sales Tax would be back on the ballot for November 2024. A list of projects funded by the One Cent Sales Tax could be found on www.marionsalestax.org.
 - Chairwoman Stone requested notification of the next subcommittee meeting to attend. Additionally, she extended an offer for Mr. Balmes to join the meetings with the subcommittee, allowing him to share his knowledge.
- **Funding Subcommittee**
 - Mr. Steven Neal was the leader of the Funding Subcommittee was not present at the meeting.
 - Chairwoman Stone emphasized that Marion County would proceed with asking the voters to approve the One Cent Sales Tax, aiming to secure additional funding for roads and congestion management projects within a twenty-year timeframe. The proposed approval period for the One Cent Sales Tax had been extended to twenty years instead of four.
 - Chairwoman Stone noted the legal constraints in discussing the topic extensively, as it had gone to a vote with the Commission and would be on the ballot. While she could not express personal opinions, as the Chair of the TDLCB, she was able to share the public record of what transpired during the Marion County Public Hearing.

Item 9. Comments by TDLCB Members

- Mr. Askew extended warm wishes for a Merry Christmas and Happy New Year to the board. He also invited the members to tune in to the Marion County Board of County Commission meeting (www.marionfl.org) on December 19, 2023, at 9 am, where the Marion County Chorus, of which he is a part, would be singing Christmas songs.
- Mr. Keith Fair addressed the connection between housing and transportation for the benefit of the board. He emphasized the impact of daily commuters and proposed collaboration among the County, City, Foundations, and Organizations to address challenges. Mr. Fair suggested that constructing affordable workforce housing could be a viable solution, promoting residents to stay within the County, consequently alleviating transportation issues. He emphasized the importance of thinking long-term. Notably, Housing was

committed to creating affordable workforce housing as several large developments were set to break ground soon.

- Ms. Andrea Melvin said the Center for Independent Living of North Central FL would be hosting their 7th Annual Emergency Preparedness Expo for people with disabilities on March 26, 2024 at The College of Central Florida (CF) from 8:30am to 1:00pm. The theme for the year would be After the Disaster, Recovery Plans.

The free event would help with understanding how to be ready for any type of emergency in the community. There would be speakers, vendors and local Emergency Management staff available to provide information, such as shelter accessibility and locations, names of local emergency contacts and creating a disaster preparedness plan and supply kit. There would be lunch provided. The flyer and information on how to register would be shared with the board.

- Ms. Jeannette Estes from the Agency for Persons with Disabilities expressed satisfaction with the budget approved by the Governor and anticipation for the upcoming year, pending Legislative approval. She mentioned the potential for a rate increase to providers due to the rising cost of doing business and living.

Ms. Estes also shared the honor of participating in the Hope Florida Incentive with the First Lady and the Department of Children and Families. This initiative focuses on assisting people with their needs and meeting them where they are. She highlighted the Care Portal, which engages faith-based organizations and Chamber of Commerce Business Partners, connecting them with individuals in need of assistance.

- Ms. Susan Hanley provided a brief update from the Department of Elder Affairs, expressing the challenges they faced since 2020. Statewide, they were grappling with a vacancy rate of over 30% in employees. Ms. Hanley had been covering Lake, Marion, Citrus, Sumter, and Hernando County, and despite the difficulties of operating with a third fewer employees, they were persevering.

Item 10. Comments by TPO Staff

Mr. Balmes gave brief comments saying the TPO was gearing up to initiate the 2050 Long Range Transportation Plan (LRTP) and were in the process of identifying a steering committee to assist with the plan. The TPO would be actively seeking feedback as progression was made.

Mr. Balmes also introduced new Transportation Planner, Sara Brown.

Item 11. Comments by Community Transportation Coordinator (CTC)

Mr. Murch gave the following comments:

- Marion Transit had achieved 15 days without accidents and 120 days without injuries. The previous accident occurred when a driver failed to yield at a green light without a green

arrow. The first lane allowed the driver in, but the second lane accelerated and collided with the side of the vehicle. Although it was the driver's fault, they had undergone retraining, and were proud to report 15 days accident-free since then.

- Mr. Murch introduced Mr. Joseph Bartolomeo as the replacement for Mr. McKelvy, who retired. With 30 years of experience managing school bus operations in the private sector in Florida, Mr. Bartolomeo had extensive expertise in customer service and addressing driver needs.
- Marion Transit noted a decrease in funding for Trips and Equipment by approximately \$12,000. Despite this reduction, the number of trips increased by 11.3%. While the increase in trips was positive, the financial loss was not sustainable for long-term success. To address this, the organization was considering the need for additional funding or exploring options for approaching the County for increased support. The next step involved reaching out to representatives at the state level to initiate conversations. As Marion County continued to experience growth, the services provided by Marion Transit become increasingly essential, especially with a rising percentage of an aging population. The demographic shift put a strain on existing resources and created a higher demand for services.

Chairwoman Stone emphasized the importance of remembering the points made by Mr. Murch when advocating in Tallahassee. She highlighted that while some communities use Telemedicine for their elder population, the lack of broadband coverage and reliable internet services in rural areas in Marion County is a significant hurdle. Securing funding is essential to ensure the elder population has reliable transportation to their appointments.

Mr. Askew commended Marion Transit, sharing that a veteran residing in Marion Oaks expressed gratitude, stating that without Marion Transit, they would have no means of transportation to doctor appointments or the grocery store, as there was no one else dependable for rides.

Ms. Melvin requested a reminder of the locations for the new Green and Orange Routes.

Mr. Murch explained that the Green Route would cover Forest Corners in the Forest area, while the Orange Route would extend to Reddick and Citra. Marion Transit was proactively reaching out to other areas in need.

Mr. Murch inquired with Mr. Colon about the definitive timeline for implementing the new Census data as far as boundary limits for billing purposes. He mentioned that online information indicated December 2024.

Mr. Colon mentioned that he was not aware of a deadline but requested Mr. Murch to send him the question in the form of an email, and he would follow-up.

Item 10. Public Comment

There was no public comment.

Item 11. Adjournment

Chairwoman Stone expressed gratitude to the board for their attendance and extended wishes for a Happy Holiday Season. She reminded everyone that the next meeting is scheduled for March 14, 2024. The meeting was adjourned at 11:02 am.

Respectfully Submitted By:

Shakayla Irby, TPO Administrative Assistant

Transportation Disadvantaged Local Coordinating Board Members

*Marion Transit Services i.e. Community Transportation Coordinator (CTC)
Clayton Murch,
Transportation Director*

*Florida Department of Transportation (FDOT)
Carlos M. Colon, Transit Project Coordinator*

*Ocala Marion Transportation Planning Organization (TPO)
Robert Balmes, TPO Director*

*Marion County Board of County Commissioners
Michelle Stone, Commissioner
- TDLCB Chair*

*Agency for Health Care Administration (AHCA)
Emilio Santiago, Provider Enrollment Broker*

*Agency for Persons with Disabilities
Elizabeth Watson,*

*CareerSource Citrus Levy Marion
Iris Pozo, Human Resources Manager/EO Officer*

*Central Florida Community Action Agency
Tiffany McKenzie,
Compliance & Reporting Officer*

Center for Independent Living of North Central Florida (CILNCF) Andrea Melvin, Office Manager – TDLCB Vice Chair

*Department of Children and Families - Adult Protective Services (DCF)
Elizabeth Alacci, Program Specialist*

*Florida Center for the Blind
Anissa Pieriboni,
President/CEO*

*Florida Department of Elder Affairs (DOE)
Susan Hanley, Program Operations Administrator*

*Florida Department of Health (DOH)
Tracey Sapp, Education Program Manager*

*Housing Finance Authority
Donnie Mitchell,*

*Marion County Public Schools (MCPS)
Lauren Debick, Executive Director*

*Marion County Veterans Services Department
Jeffrey Askew, Director*

*Ocala Housing Authority
Angela Juaristic, Resident Services Manager*

*SunTran Bus Services
Steven Neal, Transit Manager*

Please refer to next 5 pages for descriptions

March 6, 2024

Marion Senior Services, Inc. dba Marion Transit, i.e. Community Transportation Coordinator (CTC)

Supporting the elderly, disadvantaged residents of Marion County to maintain independent living status by providing para-transit transportation, meals, and in-home support services.

Clayton Murch, Transit Director
cmurch@marionseniorservices.org
(352) 620.3519



Florida Department of Transportation (FDOT)

Funding Source. Provide descriptions and budgets for development of Public Transit Grant agreements. Monitor and report project activity, process invoices for Transit/Intermodal projects. Review Transportation Improvement Plans (TIPS), and Unified Planning Work Programs (UPWP).

Carlos M. Colon, Transit Project Coordinator
carlos.colon@dot.state.fl.us
(407) 482.7856



Ocala Marion Transportation Planning Organization (TPO)

A federally mandated agency responsible for coordinating transportation projects, including highway, transit, rail, bicycle, pedestrian, aviation and paratransit, throughout the county. The TPO allocates federal transportation funds and works to improve the region's transportation system by developing a variety of plans and programs.

Robert Balmes, Director
rob.balmes@marionfl.org
(352) 438.2631



Marion County Board of County Commissioners (MCBCC)

The primary legislative & policy-making body for Marion County. Commissioners are responsible for providing the safety and welfare of all County residents and visitors.

Michelle Stone, Commissioner, TDLCB Chair
michelle.stone@marionfl.org
(352) 438.2323



Agency for Health Care Administration (AHCA)

Insures providers maintain proper function and compliance with State approval license/certifications, documentation, location and operations at appropriate settings for Medicaid recipients and contractors.

Emilio Santiago, Sr. Enrollment Broker
emilio.santiago@ahca.myflorida.com
(407) 420.2588



Agency for Persons with Disabilities (APD)

The Agency for Persons with Disabilities supports persons with unique abilities in living, learning, and working within their communities, by creating multiple pathways to possibilities. They oversee program operations and administration for 12 counties that comprise the Central Region of the State of Florida. This is the agencies Home and Community-Based Medicaid Waiver Program.

Elizabeth Watson,
elizabeth.watson@apdcares.org
(352) 330-2763



CareerSource Citrus Levy Marion

Service provider for Welfare Transition participants, work registrations, Workforce Innovation and Opportunity Act participants. Provide services for job seekers and businesses, job posting, job events, youth events and re-employment assistance.

Iris Pozo, Human Resources Manager/EO Officer
ipozo@clmworkforce.com
(352) 861.1657



Central Florida Community Action Agency (CFCAA)

Provides services and programs that provides residents the opportunity to move towards self-sufficiency and financial independence through various programs in Alachua, Levy and Marion Counties. Programs are: raising and improving self-sufficiency, weatherization assistance, and low income home energy assistance.

Tiffany McKenzie, Compliance & Reporting Officer
tmckenzie@CFCAA.org
(352) 373.7667



Centers for Independent Living of North Central Florida (CILNCF)

Provide information, referral, advocacy, transition out of institutions or after high school, peer support, ADA paratransit, employment services, assistive technology and durable medical equipment, independent living skills for people with all types of disabilities in a 16-county area.

Andrea Melvin, Office Manager, TDLCB Vice-Chair

amelvin@cilncf.org

(352) 368.3788



Department of Children and Families - Adult Protective Services (DCF)

Adult Protective Services investigates reports of abuse, neglect and exploitation against vulnerable adults. Assesses service needs and refers services as identified.

Elizabeth Alacci, Sr. Program Specialist

elizabeth.alacci@myflfamilies.com

(352) 208.2315



Florida Center for the Blind

Rehabilitative training for individuals, ages birth to end of life, who are blind and or visually-impaired to 8 North Central Florida counties.

Anissa Pieriboni, President/CEO

apieriboni@flblind.org

(352) 873.4700



Florida Department of Elder Affairs (DOE)

Determines medical level of care eligibility for individuals applying for nursing facility, Medicaid and home community-based Medicaid programs. Staff also participates in disaster recovery efforts throughout the state as needed.

Susan Hanley, Prgm Operations Administrator

hanleys@elderaffairs.org

(352) 620.3457



Florida Department of Health (DOH)

Works to protect and improve the health of people in their communities. This is achieved by promoting healthy lifestyles, researching diseases, injury prevention, detecting, preventing and responding to infectious diseases.

Tracey Sapp, Health Education Prgm Manager
tracey.sapp@flhealth.gov
(352) 629.2721



Housing Finance Authority (HFAMC)

Donnie Mitchell,
donniem@hfamc.org
(352) 322.1987



Marion County Public Schools (MCPS)

The school district is the area's largest employer with almost 6,300 team members. It serves nearly 45,000 students and is responsible for 49 traditional schools, 5 charter schools, 1 special needs school, 1 adult education and 1 virtual school. MCPS has 254 bus routes that cover an average of 31,806 miles every day.

Lauren Debick, Executive Director Communications,
Community Engagement
lauren.debick@marion.k12.fl.us
(352) 263-4234



Marion County Veterans Services Department

Provide services to veterans and their families when submitting for Veterans Benefits. This includes service/non-service connected claims, widows, education, healthcare, dental, burial and memorial, nursing home and long-term, special claims and miscellaneous benefits. Host events & programs in the Veterans Park. Give tours of the Veterans Exhibit and Education Center.

Jeffrey Askew, Director
jeffrey.askew@marionfl.org
(352) 671.8422



Ocala Housing Authority (OHA)

Administers and oversees 186 public housing units 1511 housing vouchers and 46 open market properties. Providing the housing needs to low income families while also offering programs for self-sufficiency and homeownership.

Angela Juaristic, Resident Services Manager

ajuaristic@ocalahousing.org

(352) 620.3374



SunTran Bus Services

Provides fixed-route service with the purpose of providing safe, comfortable, and accessible transit services as a viable means of mobility to the citizens and visitors of Ocala and Marion County. Currently there are seven fixed-routes providing service throughout the City and County operating on weekends and Saturdays.

Steven Neal, Transit Manager

sneal@ocalafl.org

(352) 629.8286





TO: TDLCB Members

FROM: Rob Balmes, Director

RE: 2050 Long Range Transportation Plan (LRTP) Update

Summary

The TPO has scheduled a formal **2050 Long Range Transportation Plan (LRTP) Kick-Off Meeting** on **April 23, 2024 at 2:00 PM** at the County Commission Auditorium. The kick-off meeting will be open to the public, and for all elected officials and partner agencies. The regularly scheduled TPO Board meeting will follow at 3:00 PM.

The Kick-Off Meeting will include opening leadership remarks, a project overview session and summary of the project schedule. TPO staff will send out save-the-date and public notices in the near future for this meeting.

The TPO's LRTP is a federally required strategic document that identifies current and future transportation needs and outlines transportation investments over the next 25 years. The next long-range transportation plan (2050 LRTP), is scheduled for adoption in November 2025. However, the development of the LRTP is a multiyear process that includes many milestones for partner and public participation, including a community workshop later this year in September.

If you have any questions, please contact me at: 438-2631.