

RESOLUTION NO. 2002 - 122

AUTHORIZING THE RENEWAL OF AN INTER-AGENCY AGREEMENT WITH CUYAHOGA COUNTY FOR THE PROVISION OF WELFARE TO WORK TRANSPORTATION SERVICES AND ACCEPTANCE OF FEDERAL, STATE AND LOCAL FUNDS TO SUPPORT THESE SERVICES.

WHEREAS, the United States has passed the Personal Responsibility and Work Opportunity Reconciliation Act; and

WHEREAS, the State of Ohio has replaced the federal entitlement program Aid to Families with Dependent Children with two new programs, Ohio Works First (OWF) and the Prevention, Retention and Contingency Program (PRC); and

WHEREAS, it is the purpose of the aforesaid laws to provide a meaningful path from unemployment and dependency to employment and financial independence; and

WHEREAS, Cuyahoga County has identified transportation as one of the most critical barriers to self-sufficiency; and

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) and Cuyahoga County have previously entered into an Inter-Agency Agreement for Welfare-to-Work Transportation Services; and

WHEREAS, the organizational mission of both Cuyahoga County and the Greater Cleveland Regional Transit Authority is to serve the population affected and that the solution to the transportation problem requires continuous collaboration between the agencies; and

WHEREAS, Cuyahoga County and the Greater Cleveland Regional Transit Authority have demonstrated the ability to successfully solve these transportation problems and now need to renew their agreement; and

WHEREAS, Federal, State and Local funds have been made available and will continue to be made available to support the Welfare to Work Initiative; and

WHEREAS, the General Manager of the Greater Cleveland Regional Transit Authority deems a renewal of the Inter-Agency Agreement with Cuyahoga County, to be in the best interest of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to enter into a renewal Inter-Agency Agreement with Cuyahoga County for the continuing provision of Welfare-to-Work Transportation Services through September 30, 2004, in substantially the form as attached to this Resolution.

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Section 2. That the General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to file and execute grant applications and funding requests with the Federal Transit Administration, State of Ohio, Cuyahoga County, the Growth Association, and any other source identified.

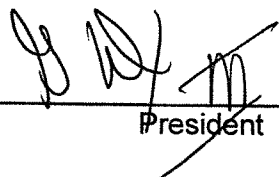
Section 3. That the General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to accept funds from the Federal Transit Administration, State of Ohio, Cuyahoga County, the Growth Association, and any other source identified to continue the program described in the Inter-Agency Agreement and expend such funds in furtherance of the program.

Section 4. That the remaining terms of said Agreement shall be as is agreed to by the parties subject to and in the best interest of the GCRTA, State and Federal law, this Board's Policies and all other regulations governing the conduct of the GCRTA and Cuyahoga County.

Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment A: Inter-Agency Agreement

Adopted: June 18, 2002

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO/General Manager/Secretary-Treasurer

**WELFARE-TO-WORK TRANSPORTATION  
(Work Access & Transportation Program)  
INTER-AGENCY AGREEMENT**

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This agreement is made and entered into this 25<sup>th</sup> day of June, 2002 by and between the BOARD OF COUNTY COMMISSIONERS, CUYAHOGA COUNTY, OHIO (hereinafter referred to as the "County") pursuant to the authority granted in its Board Resolution Number \_\_\_\_\_, Journal Number \_\_\_\_\_, adopted \_\_\_\_\_, and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "GCRTA") pursuant to its Board Resolution Number, \_\_\_\_\_ adopted \_\_\_\_\_.

WITNESSETH

WHEREAS, in August 1996, the Personal Responsibility and Work Opportunity Reconciliation Act was signed into law by President William Jefferson Clinton; and

WHEREAS, in October 1997, the State of Ohio enacted House Bill 408 replacing the federal entitlement program Aid to Families with Dependent Children, with two new programs: Ohio Works First (OWF) and the Prevention, Retention and Contingency (PRC) Program; and

WHEREAS, House Bill 408 limited the length of time participants may receive OWF cash assistance to thirty-six (36) months, and required adults receiving cash assistance to work or participate in work-related developmental activities for a minimum of thirty (30) hours (for a single parent) and thirty (30) to fifty-five (55) hours (for a couple) per week; and

WHEREAS, Cuyahoga Work & Training was created by the Board of County Commissioners to partner with OWF participants to achieve the highest possible level of self-sufficiency and provide Cuyahoga County employers with a substantial number of trained workers; and

WHEREAS, to meet the legislative time limits the County created Neighborhood Family Service Centers (NFSC) to provide seamless, neighborhood-based, employment-focused human services; and

WHEREAS, the County identified transportation as one of the most critical barriers to self-sufficiency; and

WHEREAS, the problem of trying to access employment locations, daycare centers and job readiness centers throughout the County is complex in nature and made more difficult by the transportation system's focus on single-occupancy vehicles; and

WHEREAS, the GCRTA was established in 1975 pursuant to Ohio law to provide public transit services to residents in Cuyahoga County and particularly to those who are transit dependent; and

WHEREAS, the GCRTA operates various vehicle modes including bus, paratransit, circulator and heavy and light rail with 102 routes covering 458 square miles and accommodating 60

million passenger trips annually; and

WHEREAS, each party to this Agreement has statutory powers and duties in the area of transportation or has an organizational mission to serve the population affected; and

WHEREAS, the County and GCRTA working with other organizations have identified short-term actions and long-range strategies that will enable the County to maximize existing public transportation services and to initiate new services; and

WHEREAS, since its inception in June 1999, the Work Access & Transportation Program has served over 60 employers in 27 suburban municipalities, and completed more than 89,000 passenger trips. The van pools assist 400 individuals per month overcome transportation barriers; and

WHEREAS, as part of the Work Access & Transportation Program, the GCRTA has modified or expanded regular route service as a supplement to the van pools; and

WHEREAS, the solution is continually developing and does not exist within the purview of one organization but is one that requires continuous collaboration among several organizations; and

WHEREAS, the transportation services outlined below, to the extent possible, will be provided through the Cuyahoga County Neighborhood Family Service Centers (NFSC) in order to provide seamless, neighborhood-based services.

NOW, THEREFORE, the County and GCRTA agree as follows:

## **PART I**

### **SECTION 1 - SCOPE OF SERVICES**

Under previous agreement between the County and GCRTA, significant goals were achieved, and a system of service delivery was developed to maximize the existing transportation services and to fulfill the immediate transportation needs of the Ohio Works First (OWF) and low-income populations. This agreement continues the following activities:

- A. Assigns staff resources to coordinate transportation services at the NFSCs, job development, employer and individual levels:
  1. The Board of County Commissioners assigns primary oversight and coordination of Welfare-to-Work Transportation Services through the Work Access & Transportation Program to the Cuyahoga County Planning Commission.
  2. The Board of County Commissioners' Transportation Coordinator will facilitate the development and implementation of transportation services for the County's various human resource agencies and contracted job developers and serve as a liaison between the GCRTA and County agencies, social service agencies, job service providers and employers to assess unmet needs and provide solutions.

3. The GCRTA will contract with an outside transportation provider to provide to provide Work Access & Transportation services.
  4. The GCRTA will provide staff resources at the operations, planning and management levels to coordinate transportation services provided by the GCRTA contracted provider with existing mainline services.
  5. The GCRTA Manager of Service Planning will coordinate welfare-to-work transportation services provided by the GCRTA contracted provider, the activities of the Mobility Specialists and interface with the County's Transportation Coordinator.
  6. GCRTA will retain at least three (3) Mobility Specialists to work at the NFSC level with self-sufficiency coaches, county contracted Job Service Providers, OWF clients and low-income persons to: (1) provide information about transportation services; (2) assist clients in finding available transportation services; (3) plan and recommend changes to existing transit, van pool and other transportation services; and (4) oversee implementation of services to new and existing clients. The Mobility Specialists will report to the GCRTA Manager of Service Planning.
  7. The Mobility Specialists will provide transportation coordination service to all NFSCs.
- A. Provide enhanced information services and technology that is readily available and effectively organized:
1. The GCRTA will provide transit system maps and schedule information to all NFSCs. Other agencies will be provided this information as agreed to by the parties and as resources permit.
  2. The GCRTA will provide and maintain a dedicated toll-free telephone number and local customer service number to provide general information regarding the Work Access & Transportation Program.
  3. The GCRTA will provide a dedicated customer service telephone number and/or contact person to be used by the van pool riders, Mobility Specialists, Cuyahoga Work & Training staff, and the Transportation Coordinator.
  4. The GCRTA will provide and maintain an after-hours service change and cancellation toll-free number for van pool clients.
  5. The GCRTA will deploy its Customer Information System (CIS), which provides routes, schedules, trip planning services, maps and other information to the NFSCs and will train authorized users. This information will be provided on a continuous basis and updated at intervals determined by GCRTA.
  6. The County will continue to provide (including installation, maintenance, and upgrades) the necessary hardware and software to access the GCRTA CIS.

7. The County and the GCRTA will integrate software programs that are necessary to operate an effective transportation system and make these programs available to the Mobility Specialists, the Manager of Service Planning, the Transportation Coordinator, and job service providers, as deemed appropriate.
- C. Provide comprehensive, affordable, efficient transportation services centered at the NFSCs using traditional and/or innovative services.
1. The County will provide information to assist the GCRTA in developing and managing transportation services, including van pools.
  2. The County will coordinate with the County Departments of Development, Work And Training and Workforce Development to identify areas that need transportation services.
  3. The County will promote work access multi-modal transportation facilities to accommodate the varying mobility needs of Cuyahoga County workers.
  4. The GCRTA will have administrative, implementation and operational responsibility for the van pool program and will expand the van pool program as needed and as determined by the GCRTA.
  5. The GCRTA Manager of Service Planning will work with the County Transportation Coordinator and the Mobility Specialists to identify existing transportation needs and design routes for the major van pool lines.
  6. The GCRTA Manager of Service Planning will work with the County Transportation Coordinator and the Mobility Specialists to identify methods to augment the van pool program to service those OWF and low-income persons that live in areas inaccessible to regular GCRTA service and the major van pool routes.
  7. The GCRTA, with the assistance of the County, will continue to develop a public information program that describes the transportation services, how these services can be accessed and the rules for participating in the program.
  8. The GCRTA will provide an Emergency Ride Program for registered van pool participants.
  9. The GCRTA will partner with the County and social service agencies whose organizational missions are to serve the population affected to continue to identify and fill the transportation needs of their clients.
  10. The County and the GCRTA will abide by the Performance Standards, Attachment A, to this agreement, for the operation of the Welfare-to-Work Transportation services.
  11. The GCRTA, where feasible and affordable, will develop regular bus service where van pools are deemed too costly and the establishment of regular bus service will provide the

necessary transportation. Welfare-to-Work Transportation funds will be used to fund the start-up costs for regular bus service for up to twelve (12) months. After twelve (12) months, an assessment of the bus service will be conducted to determine its viability and a decision will be made whether to continue the route.

12. The GCRTA, with the assistance of the County, will support the Beachwood Transportation Management Organization (TMO). Welfare-to-Work Transportation funds will be used to assist in the maintenance and operation of the TMO. At identified intervals, an assessment of the TMO service will be conducted to determine its viability and a decision will be made whether to continue the funding assistance.
13. The County will work with GCRTA to promote its Commuter Advantage Program to increase employer participation in the payroll deduction of GCRTA passes for van pool participants.
14. The County will develop a subsidized assistance program for providing GCRTA passes to new hires and clients experiencing hardships in the affected population. The GCRTA will assist in developing the system for purchasing the subsidized passes.
15. It is agreed and understood that it is the intention of the County and the GCRTA that the Work Access & Transportation Program will augment, supplement and complement the GCRTA existing mainline bus and rail services. It is also the full intention of the County and the GCRTA that the GCRTA, as a part of its overall mission as Cuyahoga County's public transit agency particularly focused on the transit dependent, will explore the integration of the Work Access & Transportation Program, if feasible, into its general services and operations.

## **SECTION 2 TIME OF PERFORMANCE**

The services of GCRTA, as outlined herein, are to commence on the execution date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by September 30, 2004. Any amendment of the time of performance shall be subject to the provisions of Part II, Section 4, Paragraph C, herein.

## **SECTION 3 COMPENSATION AND METHOD OF PAYMENT**

- A. It is understood and agreed that the total of all shared expenses for all services provided under this Agreement shall be paid for by federal, state, county, GCRTA, and any other local sources allocated specifically for this project as outlined in Attachment B - Program Budget. Furthermore, it is understood that the funds will be spent on the Scope of Services outlined in Part I, Section 1 and as directed by the Inter-Agency Transportation Working Group in a manner that ensures that the maximum funding from each source is used before the expiration of those funds, and in accordance with the law, the requirements and the rules established for the expenditure of those funds.

- B. It is agreed and understood that the Cuyahoga County makes a \$615,000 allocation for State Fiscal Year 2002 (July 1, 2001- June 30, 2002) from its Temporary Assistance for Needy Families (TANF) funds. As much as is practicable, the expressed sum is to be used to match any Federal Transportation Administration Job Access & Reverse Commute Grant applied for, announced and received by the Greater Cleveland Regional Transit Authority (GCRTA) in Federal Fiscal Year (FFY) 2002. Additionally, it is agreed and understood that the expressed maximum sum is subject to modification or change by the Cuyahoga County Board of Commissioners (County) when deemed necessary based on the transportation needs of OWF and PRC clients and/or budgetary constraints.
- C. It is agreed and understood that, on a State of Ohio fiscal year basis, the County will evaluate and determine additional allocations of TANF funds. Any additional TANF allocations will correlate with the terms and length of this Agreement and will be drawn down as practical for program expenses.
- D. In the event that the Greater Cleveland Regional Transit Authority does not receive a Federal Transportation Administration Job Access and Reverse Commute grant, or any other local, state or federal grant for which it applies to administer, operate, continue, monitor or evaluate the Work Access & Transportation Program or any Job Access Program, the Cuyahoga County Board of Commissioners are under no obligation to provide TANF, PRC or other funding from any source. At that point, the Greater Cleveland Regional Transit Authority may reduce the program to the level of the funding support remaining, or if no funding support remains, the Greater Cleveland Regional Transit Authority may eliminate the program.
- E. It is understood and agreed that the County's financial obligations under this Agreement are contingent upon the County's receipt of TANF funding and the Board of Cuyahoga County Commissioners' approval of the use of TANF funds for the Work Access & Transportation. The County is not obligated to fund this program from any other source. Specifically, the County is not obligated to fund this project from the County General Fund.
- F. It is agreed and understood that the GCRTA is a partner in supporting the Work Access & Transportation Program and does not have sole responsibility for the financial obligations of the program. If sufficient funds are not provided from the other partners, the GCRTA retains the right to evaluate the program as to its financial feasibility, and reduce or eliminate the program as a result of financial constraints.
- G. The GCRTA will advise the Work Access & Transportation Inter-Agency Working Group before any van pool or mainline route developed as a part of the Program is eliminated or reduced.
- H. The total compensation referred to in Paragraph "A" of this Section shall be paid on a monthly basis reimbursing the GCRTA for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Program Budget. The GCRTA shall submit a detailed monthly invoice itemizing time expended and costs incurred in the performance of the Scope of Services and in accordance with the Program Budget for the



quarter prior, by the fifteenth (15<sup>th</sup>) day of every month. The County will make payment on said itemized invoices within thirty (30) days of the date the invoice is received.

- I. The expenditure of any other funds allocated to the Work Access & Transportation Program from agencies other than GCRTA, the County or the FTA will be agreed upon prior to any expenditure of these funds. A Letter of Agreement signed by the Director of the Cuyahoga County Planning Commission and the General Manager of the Greater Cleveland Regional Transit Authority will outline the appropriate terms and purpose for these funds.
- J. The GCRTA shall certify the accuracy of the invoice document and its consistency with the terms of the contract, by having the appropriate GCRTA representative sign and date the following certification that is to be reproduced on the invoice document.

“I certify that to the best of my knowledge and belief, this report is accurate and that the cost are valid and consistent with the terms of the Agreement.”

## **PART II TERMS AND CONDITIONS**

### **SECTION 1 - ALLOWABLE COSTS**

The total cost of the Agreement is comprised of the allowable direct costs incident to its performance, plus its appropriate portion of allowable indirect costs.

- A. Direct costs are those that can be identified specifically with a particular cost objective.

Typical direct costs chargeable to this Agreement include but are not limited to:

1. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement.
  2. Cost of materials, acquired, consumed, or expended specifically for the purposes of the Agreement.
  3. Equipment and other approved capital expenditures.
  4. Other items of expense incurred specifically to carry out this Agreement.
  5. Services provided specifically for the Agreement by other subrecipients, contractors and/or subcontractors.
- B. Indirect costs chargeable to the Agreement shall be with the concurrence of the General Manager of the GCRTA and the Administrator of Cuyahoga County and in accordance with OBM Circular A-87.

## SECTION 2 - REPORTS

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- A. Prior to the tenth (10th) day of every month, the GCRTA or its contracted provider will provide to the Transportation Coordinator, for the previous month, the following information, listed here and defined in Attachment C -Data Requirement Definitions:
1. Total number of employers served and their locations;
  2. Total number of individuals enrolled in the van pool program;
  3. Total number of completed van pool trips; and
  4. Total number of vans used.
- B. By the last day of every month the GCRTA or its contracted provider will provide to the Transportation Coordinator the following information as listed below and as defined in Attachment C- Data Requirement Definitions, for the previous month the:
1. The total number of van pool riders by category:
    - Regular van pool riders;
    - Emergency Ride Program riders;
    - Taken to other identified locations;
    - Taken to job interviews; and
    - Provided temporary service.
  2. Daily volume of van pool riders;
  3. Number of riders gained for the month;
  4. Number of riders loss for the month;
  5. Average daily riders per trip;
  6. Total number of riders with purchased passes;
  7. Total number of eligible riders without passes;
  8. Average trip vehicle miles;
  9. Total vehicle miles for the month;
  10. Total scheduled, completed, cancelled, or no-show trips for the month; and
  11. Total request for service or information not requiring referral to a van pool.
- C. Moreover, in such form as the County may require and the GCRTA agrees, the GCRTA will provide the Transportation Coordinator a copy of the GCRTA's centralized database, the list of municipalities served, a list of companies, institutions and agencies served and their locations, a copy of the contracted provider manifest and the provider client summary for the month. Furthermore, there shall be furnished to the County statements, records, data and information, as the County may request pertaining to the matters covered by this Agreement.

## SECTION 3 - SUBCONTRACTING AND ASSIGNABILITY

- C. The GCRTA agrees that it will submit written notification of its (the GCRTA) entering into any agreement for the provision of the scope of services described herein.
- D. The GCRTA agrees that it will require Cuyahoga County and its Board of Commissioners be named as an additional insured on all policies of insurance required to be maintained by its contractors for the provision of the scope of services described herein.
- E. Neither the GCRTA nor the County shall assign or transfer its interest in this Agreement without its first submitting written notification to the other.

#### **SECTION 4 - CHANGES**

- A. The County may, from time to time, permit changes in the Scope of Services and Time of Performance of this Agreement. Any such change shall be incorporated in written amendments to this Agreement signed by the respective parties.
- B. The County may, from time to time, increase the expressed maximum sum reimbursable to the GCRTA under this Agreement provided any such change is authorized by resolution of the County and is pursuant to the provisions of Part I, Section 3 herein. Any such change shall be incorporated in written amendments to this Agreement signed by the respective parties.

#### **SECTION 5- TERMINATION FOR CAUSE**

If either party fails to perform in the manner called for in this Agreement or fails to comply with any other material provision of this Agreement, the non-defaulting party may terminate this Agreement for cause. Failure by the County to reimburse the GCRTA in full within ninety (90) days after the receipt of the appropriate documentation will constitute cause for termination. Termination shall be effected by serving a written notice of termination on the defaulting party setting forth the manner in which the party is in default. The GCRTA, if terminated for cause, will only be paid for services performed in accordance with the manner of performance set forth in the Agreement and for allowable costs incurred to the date of termination. The County (if in default) will timely reimburse the GCRTA for all of its incurred costs and such costs needed to conclude its obligations.

If it is later determined that the GCRTA had an excusable reason for not performing, such as strike, fire, or flood, or events which are not the fault, of or are beyond the control of, the GCRTA, the County, after setting a new performance schedule, may allow GCRTA to continue or treat the termination as a termination for convenience.

The County, in the case of termination for cause, shall allow the GCRTA a minimum of thirty (30) days in which to cure the defect in performance. The notice of termination will state the time period (if more than thirty (30) days) in which cure is permitted and any other appropriate conditions.

If the GCRTA fails to remedy the breach or default within the permitted time after receipt of the written notice of termination, the County shall have the right to terminate the Agreement without any additional obligation to the GCRTA.

In the event that either party elects to waive its remedies for any breach of any covenant, term or condition of this Agreement, such waiver shall not limit either party's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

#### **NOTICES**

Any notice required or permitted to be given under this agreement shall be deemed sufficient, if

given by a communication in writing, by United States regular or certified mail, postage prepaid and addressed as follows:

If to Cuyahoga County, at the following address:

Mr. Paul A. Alsenas, Director  
Cuyahoga County Planning Commission  
323 Lakeside Avenue, Suite 400  
Cleveland, OH 44113

If to the GCRTA, at the following address:

Mr. Joseph Calabrese, CEO/General Manager  
Greater Cleveland Regional Transit Authority  
1240 West Sixth Street  
Cleveland, OH 44113

Either party hereto may change the address for notices hereunder from time to time by giving the other party written notice of such change of address in the manner prescribed above.

#### **SECTION 6 - TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement for the convenience of the respective party. Termination for convenience shall be effected by serving a written notice of termination for convenience at least thirty (30) days prior to the designated date of termination. Upon a termination for convenience, the GCRTA will be paid for the scope of services actually performed to the effective date of termination and for the actual expenses which are directly attributable to the uncompleted portion of the services covered by this Agreement.

#### **SECTION 7 - INDEPENDENT SUBRECIPIENT RELATIONSHIP**

The parties to this Agreement intend that an independent subrecipient relationship is created. No additional agency or trust or other relationship is created by this Agreement. The County warrants that it has provided the GCRTA with all legal and contractual requirements associated with the use of the funds provided by it and that the terms of this Agreement do not violate any provision or condition for use of said funds.

#### **SECTION 8 - CLOSE-OUT PROCEDURES**

This Agreement will be closed out:

- A. When the Scope of Services has been completed and/or September 30, 2004; or
- B. At such time as agreed to by the parties but in no event later than September 30, 2004.
- C. By termination for cause or convenience as provided herein.
- D. Within ninety (90) days of the close-out date as determined above, the GCRTA shall submit all requests for reimbursement to the County. The County shall pay all valid requests for reimbursement within thirty (30) days of receipt. Any unused funds (funds not requested for reimbursement by the GCRTA) will be recaptured by the County for use in eligible TANF program objectives.

**SECTION 9 - MONITORING**

The County is responsible for monitoring the GCRTA's TANF funded activities to assure compliance with applicable requirements and to assure that performance goals are being achieved. Quarterly on-site monitor visits will be conducted during the period of this Agreement.

**SECTION 10 - APPLICABLE LAWS**

All provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of the State of Ohio.

**SECTION 11-INDEMNITY**

To the extent permitted by law and limited to sums subsequently approved by the GCRTA Board of Trustees, GCRTA agrees to indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, from or on account of any injuries or damages received or sustained by a party or parties from any act of GCRTA, its servants or agents that arise out of the performance of the service contemplated by this contract.

**PART III**

**ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES**

**SECTION 1 - GENERAL**

The GCRTA will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of the Part II, Section 2 herein.

**SECTION 2 - ACCOUNTING SYSTEM STANDARDS**

The GCRTA's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of the Agreement including at least a monthly reconciliation of the cash balance of the program.
- B. Records which adequately identify the source and application of funds for Agreement activities. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- C. Effective control over and accountability for all funds, property and other assets. The GCRTA shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes authorized for Agreement.

- D. Comparison of actual amounts with budgeted amounts for the Agreement. The relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the County.
- E. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Part II, Section 1.
- F. Accounting records which are supported by source documentation.

**PART IV**

**CONDITIONS AND AGREEMENTS**

**SECTION 1 - ATTACHMENTS**

It is expressly understood and agreed that Attachment A- Performance Standards, Attachment B- Program Budget, Attachment C-Definitions of Data Requirements are attached hereto and are made part hereof as if fully rewritten herein.

**SECTION 2 - AGREEMENTS**

IN WITNESS WHEREOF, the parties hereto have offered their signatures on the day first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CUYAHOGA COUNTY BOARD  
OF COMMISSIONERS

\_\_\_\_\_  
Tim McCormack, President

GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Joseph Calabrese  
CEO/General Manager

The legal form and correctness of this instrument are hereby approved.

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Sheryl King-Benford  
General Counsel/  
Deputy General Manager for  
Legal Affairs

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**WELFARE-TO-WORK TRANSPORTATION PROGRAM****PERFORMANCE STANDARDS****PURPOSE**

These performance standards outline the service, personnel and quantitative standards that must be met by the Greater Cleveland Regional Transit Authority (GCRTA) and Cuyahoga County for the administration and delivery of transportation services outlined in the Inter-Agency Agreement between the GCRTA and the Board of Cuyahoga County Commissioners (BOCC) dated \_\_\_\_\_, 2002 .

**PART A - SERVICE STANDARDS****CUYAHOGA COUNTY**

Responsible for prioritizing service delivery areas and ensuring that the necessary information on participants is provided to GCRTA for planning and implementation of the transportation services.

**GCRTA**

Responsible for the management of day-to-day operations necessary for the delivery of transportation services and the maintenance of appropriate records and systems of accountability.

**SECTION A - ELIGIBILITY STANDARDS**

First priority within targeted areas will be given to:

1. Individuals transitioning from welfare to work through the Ohio Works First (OWF) Program; and
2. Individuals currently on any form of public assistance through Cuyahoga Work and Training or Cuyahoga Health and Nutrition.

Second priority as an adjunct to service provided above will be given to:

3. Individuals eligible to receive Prevention, Retention and Contingency Assistance or assistance from any other program targeted at potential high-risk families;
4. Individuals that meet the standard of "low-income" or "working poor" (Income is less than 200% of the poverty rate); and
5. Individuals recently terminated from public assistance.



Third priority, where service space exists, will be given to:  
6. Individuals who do not fit the above categories but can:

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- a. Demonstrate a need for transportation services;
- b. Accept service on a first come, first served basis; and
- c. No feasible alternative exists for the trip as determined by the location, distance, and time of the trip.

#### **SECTION B - SERVICE AREA**

1. Transportation services will be prioritized and available to locations directly related to the needs of Ohio Works First transitioning clients, low-income individuals and other targeted populations, and as identified by the County working with the County Departments of Development and Workforce Development. The basis strategy will be to focus on hard to reach employment centers and industrial parks both within the City of Cleveland and identified service areas throughout the County.
2. To the extent possible, the development of transportation services will be coordinated with existing and planned transit service. Van service will be particularly available for early morning, late evening and weekends.
3. Trip limits and mileage caps will be applied when the destination for a trip is outside the parameters agreed to by the County and GCRTA.
4. Transportation services will be provided to employment locations outside of Cuyahoga County as appropriate within the time limits and mileage caps when the individual being transported is a resident of Cuyahoga County.

#### **SECTION C - COMMUTE STANDARDS**

The GCRTA and its partners are committed to providing the best possible commute for transit dependent persons leaving welfare and low-income individuals.

An efficient commute is defined as an:

1. An average commute on a GCRTA mainline bus, rail, or specialized van pool service is two (2) hours from origin to destination (inclusive of walk time, wait time and prudent arrival cushion);
2. An optimal commute time goal for the specialized van pool service is one-half (1 ½) hours from origin to destination (inclusive of walk time and prudent arrival cushion);
3. An average commute that requires no more than two transfers in each direction (i.e., bus to bus or bus to rail or bus to van) unless multiple transfers shorten the overall trip time; and
4. No passenger, due to service routing, is required to ride a vehicle more than 45 minutes

longer than the average travel time for direct transport from trip origin to destination.

## **SECTION D - PAYMENT STANDARDS**

Passenger must pay for a GCRTA monthly, weekly or 7-day express pass to obtain services. Subsidized passes will be made available when needed to new riders. A subsidized pass program will be developed by the County working with the GCRTA and an agreed upon non-profit service provider.

## **SECTION E - REFERRAL STANDARDS**

### **1. SELF-SUFFICIENCY COACHES**

- a. A Cuyahoga County Self-Sufficiency Coach may use the GCRTA Customer Information System (CIS), the NFSC Dedicated Hot Line number and/or any other available GCRTA service information such as time tables, schedules and system maps to determine if there is an existing and efficient transit route to an individual's destination.
- b. Upon determination that the GCRTA's standard fixed route services (rail, bus or circulator system) are unable to transport the individual to the target job site, or if the Self-Sufficiency Coach is unable to do the initial transportation screening, the individual will be referred to a Mobility Specialist.
- c. The Mobility Specialist shall have a maximum of three (3) business days to arrange transportation services to an eligible individual.
- d. When making a referral to a Mobility Specialist, the Self-Sufficiency Coach must complete the required sections of the Client referral Form.
- e. If the individual is approved for transportation services and is not receiving a transportation allowance, the Self-Sufficiency Coach must begin processing the required paperwork within two (2) business days using Food Stamp work allowance funds.
- f. The Mobility Specialist is required to report back to the referring Self Sufficiency Coach on the service plan and the transportation assistance proposed for the client.

### **2. COUNTY JOB SERVICE PROVIDERS**

- a. The job service provider, using the GCRTA Customer Information Line and available GCRTA service information such as time tables, schedules and system maps, may determine if there is an existing and efficient transit route to the individual's destination.
- b. Upon determining that the GCRTA's standard fixed route services (rail, bus or circulator system) are unable to transport the individual to the job site, or if the job service provider is unable to do the initial transportation screening, the individual will be referred to the Mobility Specialist assigned to the client's NFSC.
- c. The job service provider must complete the required sections of the Client Referral Form when making a referral to a Mobility Specialist.

- d. The Mobility Specialist must be given a maximum of three (3) business days to arrange transportation services to an eligible individual..
- e. If the individual is approved for transportation services, the Mobility Specialist must notify their self-sufficiency coach and/or job service providers.
- f. If the individual is not receiving a transportation allowance, the Self-Sufficiency Coach must begin processing the required paperwork with in two (2) business days using Food Stamp work allowance funds.

### 3. EMPLOYERS

- a. Employers who participate in any supplemental or regular transit services are encourage to use the advanced earned income credit payment to increase income and reduce the tax liability of clients (IRS rules) and RTA's Commuter Advantage™ Program for tax sheltered fare media (monthly, weekly or 7-day express pass).
- b. Calls from employers to the GCRTA Manager of Service Planning or the County Transportation Coordinator inquiring about transportation services for potential or current employees will be referred to the Mobility Specialists.
- c. The Mobility Specialist will determine whether any of the employees are currently eligible for transportation services as defined in Section A.
- d. If there are employees eligible for transportation services, the Mobility Specialist, working with the staff of the NFSC will determine: 1) if the employee is eligible as a transitioning OWF client or low-income client; and/or 2) if the employee is eligible to receive assistance to pay for these transportation services through a pass subsidy.
- e. The GCRTA Manager of Service Planning and the County Transportation Coordinator will work together with employers to increase their participation and use of the Advanced Earned Income Tax Credit and the RTA Commuter Advantage™ Program.

### 4. SELF-REFERRALS

- a. An individual may independently contact a Mobility Specialist to inquire about available transportation services.
- b. The Mobility Specialist, working with the staff of the NFSC, will determine if the individual is: 1) eligible as a transitioning OWF client or low-income client; and/or 2) eligible to receive assistance to pay for these transportation services through a pass subsidy.

## SECTION F - SCHEDULING STANDARDS

1. To the extent possible, calls to Mobility Specialists to schedule trips must be returned within the same day.
2. Upon receiving a referral from a self-sufficiency coach, a job service provider or a self-referral, the Mobility Specialist will complete the required sections of Client Referral/Profile Form.

3. The Mobility Specialist will identify and assign the individual to an existing van pool once it has been determined that these services best meet the individual's transportation needs. In determining the appropriate services, the Mobility Specialist will take into consideration the special needs of the individual such as day care drop-offs.
4. GCRTA, or its service provider, must provide transportation within 72 hours of a request.
5. The Mobility Specialist shall advise the new rider of the location of their trip origin and its collection point, their responsibilities as passengers and the scope of the van pool service. See *Passenger Code of Conduct*.

#### **SECTION G - COMMUNICATIONS STANDARDS**

1. The Mobility Specialists will be available Monday through Friday at their assigned NFSC or available by telephone between the hours of 8:00 a.m. and 4:30 p.m.
2. The GCRTA, or their service provider, will provide and maintain a dedicated toll-free number and a local customer service hotline for clients to obtain general information about the program and its services, make schedule changes, cancellations, and other necessary issues related to the transportation services. Appropriate arrangements must be made to retrieve immediate response information after regular working hours, Saturdays, Sundays and state holidays.
3. The GCRTA, or their service provider, must provide a communication system linking the dispatcher to all drivers and/or vehicles used in the delivery of transportation services.

#### **SECTION H - PICK UP AND DELIVERY STANDARDS**

1. PICK-UP STANDARDS
  - a. Arrival on time for a scheduled pick up by the van driver and the passenger shall be standard practice.
  - b. The passenger must be at their assigned trip origin and its collection point at the assigned time to access transportation.
  - e. For additional pick-up standard information, please refer to the *Passenger Code of Conduct*.
2. EMERGENCY RIDE PROGRAM
  - a. If an emergency occurs and a participant must leave their place of employment prior to pick up by a van, the participant must make arrangements through the Emergency Ride Program for a ride home. This trip will count towards the participant's available rides through the Program.
3. DELIVERY STANDARDS
  - a. The service provider must ensure that the participant is transported to and from appointments on time.

- b. If the van is delayed en route to the work destination, the GCRTA, or its service provider, must advise the passenger that RTA will issue a letter on request to confirm the delay.
- c. For additional delivery standard information, please refer to the Passenger Code of Conduct.

**WORK ACCESS & TRANSPORTATION PROGRAM  
PASSENGER CODE OF CONDUCT**

**SECTION 1 - PAYING FARES SECTION 1 - PAYING FARES**

- a. Passengers must buy an RTA Monthly Express or 7-Day Express Pass.
- b. Passengers must have an RTA Monthly Express or 7- Day Express Pass upon entering the van, except persons with an appropriate RTA ID and farecard. There are no other exceptions.
- c. Not having the appropriate fare is a violation.

**SECTION 2 – BEING ON TIME**

- a. Passengers must meet the vehicle at the designated pick-up point, for both outgoing and incoming trips.
- b. Passengers must be at the designated pick-up point at least 5 minutes before the scheduled pick up time to prevent any delays.
- c. Being late is a violation.

**SECTION 3 – CANCELLING YOUR RIDE SECTION 3 – CANCELLING YOUR RIDE**

- a. In case of an emergency, missed ride, or any other service cancellation, the passenger must notify Provide-A-Ride at (216) 663-7503 or (toll-free) 1-888-WTW-CANCEL at least one hour before the scheduled pick-up time.      a.  
In case of an emergency, missed ride, or any other service cancellation, the passenger must notify Provide-A-Ride (216) 663-7503 or Toll-Free (1-888-WTW-CANCEL) at least one hour before their scheduled pick up time.
- b. Insufficient cancellation (less than 1 hr.) is a violation.

**SECTION 4 – COURTESY/SAFETY**

- a. No smoking is allowed on the vehicle. No beer or alcoholic beverages are permitted on the vehicle.

- b. Audio equipment with headphones can be used if the volume is low so that other passengers do not hear it.
- c. Unnecessary conversation with the driver is prohibited.
- d. Failure to comply with the above is a violation.

**WORK ACCESS & TRANSPORTATION PROGRAM  
PASSENGER CODE OF CONDUCT**

**SECTION 5 – PENALTIES FOR VIOLATIONS OF SECTIONS 1-4**

In each calendar quarter,\* the following penalties will apply:

- 1<sup>st</sup> violation ..... Documented verbal or written warning
- 2<sup>nd</sup> violation..... Documented verbal or written warning
- 3<sup>rd</sup> violation..... Written warning
- 4<sup>th</sup> violation..... Written warning
- 5<sup>th</sup> violation..... 7 calendar day suspension
- 6<sup>th</sup> violation..... 14 calendar day suspension
- 7<sup>th</sup> violation ..... Permanent loss of service

**SECTION 6 – PERMANENT TERMINATION OF SERVICE**

Any of the following behaviors will result in immediate permanent termination of service.

- a. Threatening or abusive behavior directed toward any Work Access & Transportation Program official, RTA official, Provide-A-Ride staff, driver passenger is prohibited.
- b. Bringing any weapon on the vehicle is prohibited.
- c. Lewd behavior is prohibited.
- d. Acts of violence are prohibited.

**SECTION 7 – APPEALS PROCESS**

A customer may appeal any warning, suspension, or service termination in writing within seven (7) calendar days after receiving notification of that warning, suspension, or service termination. Appeals should be sent to:

RTA Director of Service Management  
1240 W. 6<sup>th</sup> Street  
Cleveland, OH 44113

\*Calendar Quarters:

First Quarter	Jan 1 – Mar 31
Second Quarter	Apr 1 – Jun 30
Third Quarter	Jul 1 – Sep 30
Fourth Quarter	Oct 1 – Dec 31

**ATTACHMENT B  
WORK ACCESS & TRANSPORTATION  
ANTICIPATED REVENUE  
For the Period JUNE 25, 2001 - JUNE 30, 2004**

PROGRAM ELEMENT	NUMBER	Anticipated Revenue			
		TANF COUNTY	ODOT NOACA	GCRТА/ FTA Federal	TOTAL
<b>PERSONNEL</b>					
Mobility Office	3	\$394,050		\$394,050	\$788,100
Additional Mobility Specialists					
TMO-Manager	1				
<b>INFORMATION TECHNOLOGY</b>					
Toll Free Number	1			\$20,000	\$20,000
Customer Information Internet Deployment-Work Access Web Page		\$20,000			\$20,000
ITS system on the Van Pools					
<b>TRANSPORTATION SERVICES</b>					
Van Pool Services Work Access		\$770,075	\$1,190,000	\$893,075	\$2,853,150
Bus Routes from Van Pools		\$715,875		\$715,875	\$1,431,750
Pass Purchases		\$130,000			\$130,000
Non-profit Partnerships			\$136,000	\$20,000	\$156,000
TMO Subsidies				\$90,000	\$90,000
Wheelchair-lift Van Purchases					
Van Purchases					
<b>MARKETING PROGRAM</b>					
Marketing Materials		\$10,000	\$10,000		\$20,000
Brochures		\$15,000	\$15,000		\$30,000
<b>PROGRAM EVALUATION</b>					
Evaluation					
<b>TOTAL</b>		\$2,055,000	\$1,351,000	\$2,133,000	\$5,539,000

**ATTACHMENT B**  
**WELFARE-TO-WORK TRANSPORTATION PROGRAM**  
**PROGRAM BUDGET DEFINITIONS**

1. Personnel- Excludes the Transportation Coordinator at the Cuyahoga County Planning Commission paid under separate contract and other RTA program support staff.
2. Mobility Office- The Manager of Service Planning coordinates the van pool program administered by the RTA and the Mobility Specialists are co-located at RTA and the Neighborhood Family Service Centers.
3. Toll Free Number- A Toll free number (866-WTW-CANCEL) provides cost free access to cancel unneeded services and facilitate service adjustments. The Mobility Office toll-free number (866-WTW-TRIP) is a voice mail only information access line.
4. Daycare mapping- The County has implemented a mapping program for Self-Sufficiency Coaches which could be made available on the internet for Mobility Specialists and Job Service Providers.
5. Van Pool (Contracted)- The Current Contractor is Provide-A-Ride.
6. Bus Routes from Van Pools- The Van pool has helped to identify ridership potential for regular bus service that could develop into regular RTA bus services that make more jobs accessible to low-income persons.
7. Pass Purchases- The County subsidizes passes for new hires and clients experiencing temporary hardships.
8. Emergency Ride- Family emergencies can be accommodated with special trips from work to daycare etc.
9. TMO Subsidies- Assist employers to establish van pools to connect remote job sites with regular transit routes. Currently the existing TMO is Beachwood.
10. Brochures- Maintain program awareness with new brochures.
11. Evaluation- Obtain outside evaluation of program.



**ATTACHMENT C  
WELFARE-TO-WORK TRANSPORTATION PROGRAM  
DATA REQUIREMENT DEFINITIONS**

1. Total number of employers served and their locations - Names, addresses, telephone numbers of employers where the van pool is taking van pool riders.
2. Total number of individuals enrolled in the van pool program - Includes daily van pool riders, persons taken to interviews or other job training appointments, emergency rides and temporary riders.
3. Total number of completed van pool trips - Trip that picks up an individual and takes them to their required destination.
4. Total number of vans used - The number of vans used in the previous month to perform the necessary trips.
5. Total number of van pool riders by category:
  - \$ Regular van pool riders
  - \$ Emergency Ride Program riders
  - \$ Taken to job interviews
  - \$ Provided temporary service
6. Daily volume of van pool riders - Maximum number of persons riding daily, excludes interviews.
7. Number of riders gained for the month - Number of new or return riders after a 30-day absence.
8. Number of riders loss for the month - Number of riders that do not return after a 30-day absence.
9. Average daily riders per trip - On average how many seats are filler per trip.
10. Average trip vehicle miles - The odometer readings for each van averaged by miles and vehicles.
11. Total vehicle miles for the month - Total odometer miles for all vans.
12. Total scheduled, completed, cancelled, or no-show trips for the month - Number of persons who scheduled a trip and completed the trip and the number of persons who scheduled trips but cancelled or did not show up.
13. Number of requests for service or information not requiring referral to a van pool - Number of persons who called for assistance and were able to obtain transportation through routine GCRTA bus routes.



TITLE/DESCRIPTION: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CUYAHOGA COUNTY FOR THE PROVISION OF WELFARE-TO-WORK TRANSPORTATION SERVICES (ACCESS TO JOBS) AND THE ACCEPTANCE OF FEDERAL, STATE AND LOCAL FUNDS TO SUPPORT THESE SERVICES	Resolution No.: 2002-122
	Date: June 10, 2002
	Initiator: OMB/Operations
ACTION REQUEST: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: This action will allow the Authority to enter into an agreement with Cuyahoga County to continue to operate van pool services and/or provide other job-related transportation assistance to Ohio Works First (OWF) clients and other qualifying populations. The GCRTA will partner with the County and social services agencies whose organizational missions are to serve the population affected to continue to identify and fill the transportation needs of their clients. This action will also facilitate the application of federal, state and local funds to support this program.
  
- 2.0 DESCRIPTION/JUSTIFICATION: The Authority has obtained commitment from Cuyahoga County to participate as a partner in identifying OWF and other qualifying populations who have need of transportation services to access work, training and/or daycare services in conjunction with the Personal Responsibility and Work Opportunity Reconciliation Act signed into law by President Clinton in August, 1996. The service currently provided includes van pool, regular bus and TMO. The GCRTA, where feasible and affordable, will continue to substitute regular bus service where van pools are deemed too costly to provide the necessary transportation.
  
- 3.0 PROCUREMENT BACKGROUND: RTA will continue to assume administrative, implementation and operation responsibility for the van pool program which began July 1, 1999.
  
- 4.0 POLICY IMPACT: This agreement directly supports the Board of Trustees' Priority Policy Goals:
  - I. Customer Focus: The agreement provides for a means of transporting OWF and other qualifying populations to employers within RTA's service area, thereby increasing the utilization of public transit.
  - II. Expand and Reorganize Service: This agreement enables RTA to attract new riders by providing service that meets customer and community needs.
  - III. Prepare for the Future: This agreement with the County assists in supporting federal and state legislation designed to systematically convert those receiving public assistance to more self-sufficient status through employment.
  - IV. Improve Financial Health: The potential to generate new ridership will have a positive impact on the Authority's financial health. Additionally, this action allows GCRTA to take advantage of state, federal and local financial assistance.
  - V. Promote Community Benefits: This agreement will lead to the provision of timely transportation assistance to qualified populations as they strive to achieve the highest possible level of self-sufficiency. Cuyahoga County employers will also benefit because of an increased pool of trained workers.

5.0 ECONOMIC IMPACT: It is agreed and understood that the GCRTA is a partner in supporting the Work Access and Transportation Program and does not have sole responsibility for the financial obligations of the program. If sufficient funds are not provided from the other partners, GCRTA retains the right to evaluate the program as to its financial feasibility and reduce or eliminate the program as a result of financial constraints.

Proposed program funding for the agreement period can be summarized as follows:

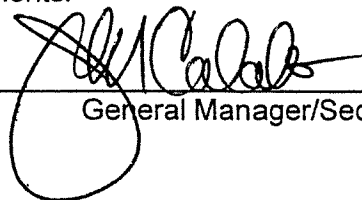
<u>RTA/ Federal</u>	<u>TANF/ County</u>	<u>ODOT/ NOACA</u>	<u>TOTAL</u>
\$2,133,000	\$2,055,000	\$1,351,000	\$5,539,000

6.0 ALTERNATIVES: Rejection of this resolution would negatively affect the existing working relationship established with Cuyahoga County and severely hamper van pool and other public transportation assistance to OWF and other qualifying populations within the county. It would also jeopardize funding received from the County for this program, which is a critical part of the 2002 budget assumption.

7.0 RECOMMENDATION: It is recommended that this resolution, authorizing the General Manager to execute the Intergovernmental Agreement with the Cuyahoga County, be passed.

8.0 ATTACHMENTS: Inter-Agency Agreement

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



General Manager/Secretary-Treasurer

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**WELFARE-TO-WORK TRANSPORTATION  
(Work Access & Transportation Program)  
INTER-AGENCY AGREEMENT**

This agreement is made and entered into this 25<sup>th</sup> day of June, 2002 by and between the BOARD OF COUNTY COMMISSIONERS, CUYAHOGA COUNTY, OHIO (hereinafter referred to as the "County") pursuant to the authority granted in its Board Resolution Number \_\_\_\_\_, Journal Number \_\_\_\_\_, adopted \_\_\_\_\_, and the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the "GCRTA") pursuant to its Board Resolution Number, \_\_\_\_\_ adopted \_\_\_\_\_.

WITNESSETH

WHEREAS, in August 1996, the Personal Responsibility and Work Opportunity Reconciliation Act was signed into law by President William Jefferson Clinton; and

WHEREAS, in October 1997, the State of Ohio enacted House Bill 408 replacing the federal entitlement program Aid to Families with Dependent Children, with two new programs: Ohio Works First (OWF) and the Prevention, Retention and Contingency (PRC) Program; and

WHEREAS, House Bill 408 limited the length of time participants may receive OWF cash assistance to thirty-six (36) months, and required adults receiving cash assistance to work or participate in work-related developmental activities for a minimum of thirty (30) hours (for a single parent) and thirty (30) to fifty-five (55) hours (for a couple) per week; and

WHEREAS, Cuyahoga Work & Training was created by the Board of County Commissioners to partner with OWF participants to achieve the highest possible level of self-sufficiency and provide Cuyahoga County employers with a substantial number of trained workers; and

WHEREAS, to meet the legislative time limits the County created Neighborhood Family Service Centers (NFSC) to provide seamless, neighborhood-based, employment-focused human services; and

WHEREAS, the County identified transportation as one of the most critical barriers to self-sufficiency; and

WHEREAS, the problem of trying to access employment locations, daycare centers and job readiness centers throughout the County is complex in nature and made more difficult by the transportation system's focus on single-occupancy vehicles; and

WHEREAS, the GCRTA was established in 1975 pursuant to Ohio law to provide public transit services to residents in Cuyahoga County and particularly to those who are transit dependent; and

WHEREAS, the GCRTA operates various vehicle modes including bus, paratransit, circulator and heavy and light rail with 102 routes covering 458 square miles and accommodating 60

million passenger trips annually; and

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WHEREAS, each party to this Agreement has statutory powers and duties in the area of transportation or has an organizational mission to serve the population affected; and

WHEREAS, the County and GCRTA working with other organizations have identified short-term actions and long-range strategies that will enable the County to maximize existing public transportation services and to initiate new services; and

WHEREAS, since its inception in June 1999, the Work Access & Transportation Program has served over 60 employers in 27 suburban municipalities, and completed more than 89,000 passenger trips. The van pools assist 400 individuals per month overcome transportation barriers; and

WHEREAS, as part of the Work Access & Transportation Program, the GCRTA has modified or expanded regular route service as a supplement to the van pools; and

WHEREAS, the solution is continually developing and does not exist within the purview of one organization but is one that requires continuous collaboration among several organizations; and

WHEREAS, the transportation services outlined below, to the extent possible, will be provided through the Cuyahoga County Neighborhood Family Service Centers (NFSC) in order to provide seamless, neighborhood-based services.

NOW, THEREFORE, the County and GCRTA agree as follows:

## **PART I**

### **SECTION 1 - SCOPE OF SERVICES**

Under previous agreement between the County and GCRTA, significant goals were achieved, and a system of service delivery was developed to maximize the existing transportation services and to fulfill the immediate transportation needs of the Ohio Works First (OWF) and low-income populations. This agreement continues the following activities:

- A. Assigns staff resources to coordinate transportation services at the NFSCs, job development, employer and individual levels:
  1. The Board of County Commissioners assigns primary oversight and coordination of Welfare-to-Work Transportation Services through the Work Access & Transportation Program to the Cuyahoga County Planning Commission.
  2. The Board of County Commissioners' Transportation Coordinator will facilitate the development and implementation of transportation services for the County's various human resource agencies and contracted job developers and serve as a liaison between the GCRTA and County agencies, social service agencies, job service providers and employers to assess unmet needs and provide solutions.

3. The GCRTA will contract with an outside transportation provider to provide to provide Work Access & Transportation services.
  4. The GCRTA will provide staff resources at the operations, planning and management levels to coordinate transportation services provided by the GCRTA contracted provider with existing mainline services.
  5. The GCRTA Manager of Service Planning will coordinate welfare-to-work transportation services provided by the GCRTA contracted provider, the activities of the Mobility Specialists and interface with the County's Transportation Coordinator.
  6. GCRTA will retain at least three (3) Mobility Specialists to work at the NFSC level with self-sufficiency coaches, county contracted Job Service Providers, OWF clients and low-income persons to: (1) provide information about transportation services; (2) assist clients in finding available transportation services; (3) plan and recommend changes to existing transit, van pool and other transportation services; and (4) oversee implementation of services to new and existing clients. The Mobility Specialists will report to the GCRTA Manager of Service Planning.
  7. The Mobility Specialists will provide transportation coordination service to all NFSCs.
- A. Provide enhanced information services and technology that is readily available and effectively organized:
1. The GCRTA will provide transit system maps and schedule information to all NFSCs. Other agencies will be provided this information as agreed to by the parties and as resources permit.
  2. The GCRTA will provide and maintain a dedicated toll-free telephone number and local customer service number to provide general information regarding the Work Access & Transportation Program.
  3. The GCRTA will provide a dedicated customer service telephone number and/or contact person to be used by the van pool riders, Mobility Specialists, Cuyahoga Work & Training staff, and the Transportation Coordinator.
  4. The GCRTA will provide and maintain an after-hours service change and cancellation toll-free number for van pool clients.
  5. The GCRTA will deploy its Customer Information System (CIS), which provides routes, schedules, trip planning services, maps and other information to the NFSCs and will train authorized users. This information will be provided on a continuous basis and updated at intervals determined by GCRTA.
  6. The County will continue to provide (including installation, maintenance, and upgrades) the necessary hardware and software to access the GCRTA CIS.

7. The County and the GCRTA will integrate software programs that are necessary to operate an effective transportation system and make these programs available to the Mobility Specialists, the Manager of Service Planning, the Transportation Coordinator, and job service providers, as deemed appropriate.
- C. Provide comprehensive, affordable, efficient transportation services centered at the NFSCs using traditional and/or innovative services.
1. The County will provide information to assist the GCRTA in developing and managing transportation services, including van pools.
  2. The County will coordinate with the County Departments of Development, Work And Training and Workforce Development to identify areas that need transportation services.
  3. The County will promote work access multi-modal transportation facilities to accommodate the varying mobility needs of Cuyahoga County workers.
  4. The GCRTA will have administrative, implementation and operational responsibility for the van pool program and will expand the van pool program as needed and as determined by the GCRTA.
  5. The GCRTA Manager of Service Planning will work with the County Transportation Coordinator and the Mobility Specialists to identify existing transportation needs and design routes for the major van pool lines.
  6. The GCRTA Manager of Service Planning will work with the County Transportation Coordinator and the Mobility Specialists to identify methods to augment the van pool program to service those OWF and low-income persons that live in areas inaccessible to regular GCRTA service and the major van pool routes.
  7. The GCRTA, with the assistance of the County, will continue to develop a public information program that describes the transportation services, how these services can be accessed and the rules for participating in the program.
  8. The GCRTA will provide an Emergency Ride Program for registered van pool participants.
  9. The GCRTA will partner with the County and social service agencies whose organizational missions are to serve the population affected to continue to identify and fill the transportation needs of their clients.
  10. The County and the GCRTA will abide by the Performance Standards, Attachment A, to this agreement, for the operation of the Welfare-to-Work Transportation services.
  11. The GCRTA, where feasible and affordable, will develop regular bus service where van pools are deemed too costly and the establishment of regular bus service will provide the

necessary transportation. Welfare-to-Work Transportation funds will be used to fund the start-up costs for regular bus service for up to twelve (12) months. After twelve (12) months, an assessment of the bus service will be conducted to determine its viability and a decision will be made whether to continue the route.

- 12. The GCRTA, with the assistance of the County, will support the Beachwood Transportation Management Organization (TMO). Welfare-to-Work Transportation funds will be used to assist in the maintenance and operation of the TMO. At identified intervals, an assessment of the TMO service will be conducted to determine its viability and a decision will be made whether to continue the funding assistance.
- 13. The County will work with GCRTA to promote its Commuter Advantage Program to increase employer participation in the payroll deduction of GCRTA passes for van pool participants.
- 14. The County will develop a subsidized assistance program for providing GCRTA passes to new hires and clients experiencing hardships in the affected population. The GCRTA will assist in developing the system for purchasing the subsidized passes.
- 15. It is agreed and understood that it is the intention of the County and the GCRTA that the Work Access & Transportation Program will augment, supplement and complement the GCRTA existing mainline bus and rail services. It is also the full intention of the County and the GCRTA that the GCRTA, as a part of its overall mission as Cuyahoga County's public transit agency particularly focused on the transit dependent, will explore the integration of the Work Access & Transportation Program, if feasible, into its general services and operations.

**SECTION 2 TIME OF PERFORMANCE**

The services of GCRTA, as outlined herein, are to commence on the execution date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required herein shall be completed by September 30, 2004. Any amendment of the time of performance shall be subject to the provisions of Part II, Section 4, Paragraph C, herein.

**SECTION 3 COMPENSATION AND METHOD OF PAYMENT**

- A. It is understood and agreed that the total of all shared expenses for all services provided under this Agreement shall be paid for by federal, state, county, GCRTA ,and any other local sources allocated specifically for this project as outlined in Attachment B - Program Budget. Furthermore, it is understood that the funds will be spent on the Scope of Services outlined in Part I, Section 1 and as directed by the Inter-Agency Transportation Working Group in a manner that ensures that the maximum funding from each source is used before the expiration of those funds, and in accordance with the law, the requirements and the rules established for the expenditure of those funds.



- B. It is agreed and understood that the Cuyahoga County makes a \$615,000 allocation for State Fiscal Year 2002 (July 1, 2001- June 30, 2002) from its Temporary Assistance for Needy Families (TANF) funds. As much as is practicable, the expressed sum is to be used to match any Federal Transportation Administration Job Access & Reverse Commute Grant applied for, announced and received by the Greater Cleveland Regional Transit Authority (GCRTA) in Federal Fiscal Year (FFY) 2002. Additionally, it is agreed and understood that the expressed maximum sum is subject to modification or change by the Cuyahoga County Board of Commissioners (County) when deemed necessary based on the transportation needs of OWF and PRC clients and/or budgetary constraints.
- C. It is agreed and understood that, on a State of Ohio fiscal year basis, the County will evaluate and determine additional allocations of TANF funds. Any additional TANF allocations will correlate with the terms and length of this Agreement and will be drawn down as practical for program expenses.
- D. In the event that the Greater Cleveland Regional Transit Authority does not receive a Federal Transportation Administration Job Access and Reverse Commute grant, or any other local, state or federal grant for which it applies to administer, operate, continue, monitor or evaluate the Work Access & Transportation Program or any Job Access Program, the Cuyahoga County Board of Commissioners are under no obligation to provide TANF, PRC or other funding from any source. At that point, the Greater Cleveland Regional Transit Authority may reduce the program to the level of the funding support remaining, or if no funding support remains, the Greater Cleveland Regional Transit Authority may eliminate the program.
- E. It is understood and agreed that the County's financial obligations under this Agreement are contingent upon the County's receipt of TANF funding and the Board of Cuyahoga County Commissioners' approval of the use of TANF funds for the Work Access & Transportation. The County is not obligated to fund this program from any other source. Specifically, the County is not obligated to fund this project from the County General Fund.
- F. It is agreed and understood that the GCRTA is a partner in supporting the Work Access & Transportation Program and does not have sole responsibility for the financial obligations of the program. If sufficient funds are not provided from the other partners, the GCRTA retains the right to evaluate the program as to its financial feasibility, and reduce or eliminate the program as a result of financial constraints.
- G. The GCRTA will advise the Work Access & Transportation Inter-Agency Working Group before any van pool or mainline route developed as a part of the Program is eliminated or reduced.
- H. The total compensation referred to in Paragraph "A" of this Section shall be paid on a monthly basis reimbursing the GCRTA for actual expenditures involved in performing the necessary work as set forth in the Scope of Services and Program Budget. The GCRTA shall submit a detailed monthly invoice itemizing time expended and costs incurred in the performance of the Scope of Services and in accordance with the Program Budget for the

quarter prior, by the fifteenth (15<sup>th</sup>) day of every month. The County will make payment on said itemized invoices within thirty (30) days of the date the invoice is received.

- I. The expenditure of any other funds allocated to the Work Access & Transportation Program from agencies other than GCRTA, the County or the FTA will be agreed upon prior to any expenditure of these funds. A Letter of Agreement signed by the Director of the Cuyahoga County Planning Commission and the General Manager of the Greater Cleveland Regional Transit Authority will outline the appropriate terms and purpose for these funds.
- J. The GCRTA shall certify the accuracy of the invoice document and its consistency with the terms of the contract, by having the appropriate GCRTA representative sign and date the following certification that is to be reproduced on the invoice document.

“I certify that to the best of my knowledge and belief, this report is accurate and that the cost are valid and consistent with the terms of the Agreement.”

**PART II  
TERMS AND CONDITIONS**

**SECTION 1 - ALLOWABLE COSTS**

The total cost of the Agreement is comprised of the allowable direct costs incident to its performance, plus its appropriate portion of allowable indirect costs.

A. Direct costs are those that can be identified specifically with a particular cost objective.

Typical direct costs chargeable to this Agreement include but are not limited to:

- 1. Compensation of employees for the time and effort devoted specifically to the execution of the Agreement.
- 2. Cost of materials, acquired, consumed, or expended specifically for the purposes of the Agreement.
- 3. Equipment and other approved capital expenditures.
- 4. Other items of expense incurred specifically to carry out this Agreement.
- 5. Services provided specifically for the Agreement by other subrecipients, contractors and/or subcontractors.

B. Indirect costs chargeable to the Agreement shall be with the concurrence of the General Manager of the GCRTA and the Administrator of Cuyahoga County and in accordance with OBM Circular A-87.

## SECTION 2 - REPORTS

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- A. Prior to the tenth (10th) day of every month, the GCRTA or its contracted provider will provide to the Transportation Coordinator, for the previous month, the following information, listed here and defined in Attachment C -Data Requirement Definitions:
1. Total number of employers served and their locations;
  2. Total number of individuals enrolled in the van pool program;
  3. Total number of completed van pool trips; and
  4. Total number of vans used.
- B. By the last day of every month the GCRTA or its contracted provider will provide to the Transportation Coordinator the following information as listed below and as defined in Attachment C- Data Requirement Definitions, for the previous month the:
1. The total number of van pool riders by category:
    - Regular van pool riders;
    - Emergency Ride Program riders;
    - Taken to other identified locations;
    - Taken to job interviews; and
    - Provided temporary service.
  2. Daily volume of van pool riders;
  3. Number of riders gained for the month;
  4. Number of riders loss for the month;
  5. Average daily riders per trip;
  6. Total number of riders with purchased passes;
  7. Total number of eligible riders without passes;
  8. Average trip vehicle miles;
  9. Total vehicle miles for the month;
  10. Total scheduled, completed, cancelled, or no-show trips for the month; and
  11. Total request for service or information not requiring referral to a van pool.
- C. Moreover, in such form as the County may require and the GCRTA agrees, the GCRTA will provide the Transportation Coordinator a copy of the GCRTA's centralized database, the list of municipalities served, a list of companies, institutions and agencies served and their locations, a copy of the contracted provider manifest and the provider client summary for the month. Furthermore, there shall be furnished to the County statements, records, data and information, as the County may request pertaining to the matters covered by this Agreement.

## SECTION 3 - SUBCONTRACTING AND ASSIGNABILITY

- C. The GCRTA agrees that it will submit written notification of its (the GCRTA) entering into any agreement for the provision of the scope of services described herein.
- D. The GCRTA agrees that it will require Cuyahoga County and its Board of Commissioners be named as an additional insured on all policies of insurance required to be maintained by its contractors for the provision of the scope of services described herein.
- E. Neither the GCRTA nor the County shall assign or transfer its interest in this Agreement without its first submitting written notification to the other.

**SECTION 4 - CHANGES**

- A. The County may, from time to time, permit changes in the Scope of Services and Time of Performance of this Agreement. Any such change shall be incorporated in written amendments to this Agreement signed by the respective parties.
- B. The County may, from time to time, increase the expressed maximum sum reimbursable to the GCRTA under this Agreement provided any such change is authorized by resolution of the County and is pursuant to the provisions of Part I, Section 3 herein. Any such change shall be incorporated in written amendments to this Agreement signed by the respective parties.

**SECTION 5- TERMINATION FOR CAUSE**

If either party fails to perform in the manner called for in this Agreement or fails to comply with any other material provision of this Agreement, the non-defaulting party may terminate this Agreement for cause. Failure by the County to reimburse the GCRTA in full within ninety (90) days after the receipt of the appropriate documentation will constitute cause for termination. Termination shall be effected by serving a written notice of termination on the defaulting party setting forth the manner in which the party is in default. The GCRTA, if terminated for cause, will only be paid for services performed in accordance with the manner of performance set forth in the Agreement and for allowable costs incurred to the date of termination. The County (if in default) will timely reimburse the GCRTA for all of its incurred costs and such costs needed to conclude its obligations.

If it is later determined that the GCRTA had an excusable reason for not performing, such as strike, fire, or flood, or events which are not the fault, of or are beyond the control of, the GCRTA, the County, after setting a new performance schedule, may allow GCRTA to continue or treat the termination as a termination for convenience.

The County, in the case of termination for cause, shall allow the GCRTA a minimum of thirty (30) days in which to cure the defect in performance. The notice of termination will state the time period (if more than thirty (30) days) in which cure is permitted and any other appropriate conditions.

If the GCRTA fails to remedy the breach or default within the permitted time after receipt of the written notice of termination, the County shall have the right to terminate the Agreement without any additional obligation to the GCRTA.

In the event that either party elects to waive its remedies for any breach of any covenant, term or condition of this Agreement, such waiver shall not limit either party's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

**NOTICES**

Any notice required or permitted to be given under this agreement shall be deemed sufficient, if

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given by a communication in writing, by United States regular or certified mail, postage prepaid and addressed as follows:

If to Cuyahoga County, at the following address:

Mr. Paul A. Alsenas, Director  
Cuyahoga County Planning Commission  
323 Lakeside Avenue, Suite 400  
Cleveland, OH 44113

If to the GCRTA, at the following address:

Mr. Joseph Calabrese, CEO/General Manager  
Greater Cleveland Regional Transit Authority  
1240 West Sixth Street  
Cleveland, OH 44113

Either party hereto may change the address for notices hereunder from time to time by giving the other party written notice of such change of address in the manner prescribed above.

#### **SECTION 6 - TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement for the convenience of the respective party. Termination for convenience shall be effected by serving a written notice of termination for convenience at least thirty (30) days prior to the designated date of termination. Upon a termination for convenience, the GCRTA will be paid for the scope of services actually performed to the effective date of termination and for the actual expenses which are directly attributable to the uncompleted portion of the services covered by this Agreement.

#### **SECTION 7 - INDEPENDENT SUBRECIPIENT RELATIONSHIP**

The parties to this Agreement intend that an independent subrecipient relationship is created. No additional agency or trust or other relationship is created by this Agreement. The County warrants that it has provided the GCRTA with all legal and contractual requirements associated with the use of the funds provided by it and that the terms of this Agreement do not violate any provision or condition for use of said funds.

#### **SECTION 8 - CLOSE-OUT PROCEDURES**

This Agreement will be closed out:

- A. When the Scope of Services has been completed and/or September 30, 2004; or
- B. At such time as agreed to by the parties but in no event later than September 30, 2004.
- C. By termination for cause or convenience as provided herein.
- D. Within ninety (90) days of the close-out date as determined above, the GCRTA shall submit all requests for reimbursement to the County. The County shall pay all valid requests for reimbursement within thirty (30) days of receipt. Any unused funds (funds not requested for reimbursement by the GCRTA) will be recaptured by the County for use in eligible TANF program objectives.

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**SECTION 9 - MONITORING**

The County is responsible for monitoring the GCRTA's TANF funded activities to assure compliance with applicable requirements and to assure that performance goals are being achieved. Quarterly on-site monitor visits will be conducted during the period of this Agreement.

**SECTION 10 - APPLICABLE LAWS**

All provisions of this Agreement shall be construed and enforced in accordance with the applicable laws of the State of Ohio.

**SECTION 11-INDEMNITY**

To the extent permitted by law and limited to sums subsequently approved by the GCRTA Board of Trustees, GCRTA agrees to indemnify and save the County of Cuyahoga, all of its departments, agents and employees harmless from suits or actions of every nature and description, brought against the County or any and all of its officers, agents, servants or employees thereof, from or on account of any injuries or damages received or sustained by a party or parties from any act of GCRTA, its servants or agents that arise out of the performance of the service contemplated by this contract.

**PART III**

**ACCOUNTING AND FISCAL MANAGEMENT PROCEDURES**

**SECTION 1 - GENERAL**

The GCRTA will be required to establish and maintain a standard accounting system which will provide effective financial controls and meet the requirements of the Part II, Section 2 herein.

**SECTION 2 - ACCOUNTING SYSTEM STANDARDS**

The GCRTA's financial management systems shall provide:

- A. Accurate, current and complete disclosure of the financial results of the Agreement including at least a monthly reconciliation of the cash balance of the program.
- B. Records which adequately identify the source and application of funds for Agreement activities. These records shall refer to subsidiary records and/or documentation which support the entry and which are readily accountable. These records shall contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- C. Effective control over and accountability for all funds, property and other assets. The GCRTA shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes authorized for Agreement.

- D. Comparison of actual amounts with budgeted amounts for the Agreement. The relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the County.
- E. Procedures for determining the allowability and allocability of costs in accordance with the provisions of Part II, Section 1.
- F. Accounting records which are supported by source documentation.

**PART IV**

**CONDITIONS AND AGREEMENTS**

**SECTION 1 - ATTACHMENTS**

It is expressly understood and agreed that Attachment A- Performance Standards, Attachment B- Program Budget, Attachment C-Definitions of Data Requirements are attached hereto and are made part hereof as if fully rewritten herein.

**SECTION 2 - AGREEMENTS**

IN WITNESS WHEREOF, the parties hereto have offered their signatures on the day first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CUYAHOGA COUNTY BOARD  
OF COMMISSIONERS

\_\_\_\_\_  
Tim McCormack, President

GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Joseph Calabrese  
CEO/General Manager

The legal form and correctness of this instrument are hereby approved.

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Sheryl King-Benford  
General Counsel/  
Deputy General Manager for  
Legal Affairs

o:wdat\LAgreementFinal-2-27-02.wpd



**WELFARE-TO-WORK TRANSPORTATION PROGRAM**

**PERFORMANCE STANDARDS**

**PURPOSE**

These performance standards outline the service, personnel and quantitative standards that must be met by the Greater Cleveland Regional Transit Authority (GCRTA) and Cuyahoga County for the administration and delivery of transportation services outlined in the Inter-Agency Agreement between the GCRTA and the Board of Cuyahoga County Commissioners (BOCC) dated \_\_\_\_\_, 2002 .

**PART A - SERVICE STANDARDS**

**CUYAHOGA COUNTY**

Responsible for prioritizing service delivery areas and ensuring that the necessary information on participants is provided to GCRTA for planning and implementation of the transportation services.

**GCRTA**

Responsible for the management of day-to-day operations necessary for the delivery of transportation services and the maintenance of appropriate records and systems of accountability.

**SECTION A - ELIGIBILITY STANDARDS**

First priority within targeted areas will be given to:

1. Individuals transitioning from welfare to work through the Ohio Works First (OWF) Program; and
2. Individuals currently on any form of public assistance through Cuyahoga Work and Training or Cuyahoga Health and Nutrition.

Second priority as an adjunct to service provided above will be given to:

3. Individuals eligible to receive Prevention, Retention and Contingency Assistance or assistance from any other program targeted at potential high-risk families;
4. Individuals that meet the standard of "low-income" or "working poor" (Income is less than 200% of the poverty rate); and
5. Individuals recently terminated from public assistance.

Third priority, where service space exists, will be given to:

6. Individuals who do not fit the above categories but can:

- a. Demonstrate a need for transportation services;
- b. Accept service on a first come, first served basis; and
- c. No feasible alternative exists for the trip as determined by the location, distance, and time of the trip.

**SECTION B - SERVICE AREA**

- 1. Transportation services will be prioritized and available to locations directly related to the needs of Ohio Works First transitioning clients, low-income individuals and other targeted populations, and as identified by the County working with the County Departments of Development and Workforce Development. The basis strategy will be to focus on hard to reach employment centers and industrial parks both within the City of Cleveland and identified service areas throughout the County.
- 2. To the extent possible, the development of transportation services will be coordinated with existing and planned transit service. Van service will be particularly available for early morning, late evening and weekends.
- 3. 3. Trip limits and mileage caps will be applied when the destination for a trip is outside the parameters agreed to by the County and GCRTA.
- 4. 4. Transportation services will be provided to employment locations outside of Cuyahoga County as appropriate within the time limits and mileage caps when the individual being transported is a resident of Cuyahoga County.

**SECTION C - COMMUTE STANDARDS**

The GCRTA and its partners are committed to providing the best possible commute for transit dependent persons leaving welfare and low-income individuals.

An efficient commute is defined as an:

- 1. An average commute on a GCRTA mainline bus, rail, or specialized van pool service is two (2) hours from origin to destination (inclusive of walk time, wait time and prudent arrival cushion);
- 2. An optimal commute time goal for the specialized van pool service is one-half (1 ½) hours from origin to destination (inclusive of walk time and prudent arrival cushion);
- 3. An average commute that requires no more than two transfers in each direction (i.e., bus to bus or bus to rail or bus to van) unless multiple transfers shorten the overall trip time; and
- 4. No passenger, due to service routing, is required to ride a vehicle more than 45 minutes

longer than the average travel time for direct transport from trip origin to destination.

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## **SECTION D - PAYMENT STANDARDS**

Passenger must pay for a GCRTA monthly, weekly or 7-day express pass to obtain services. Subsidized passes will be made available when needed to new riders. A subsidized pass program will be developed by the County working with the GCRTA and an agreed upon non-profit service provider.

## **SECTION E - REFERRAL STANDARDS**

### **1. SELF-SUFFICIENCY COACHES**

- a. A Cuyahoga County Self-Sufficiency Coach may use the GCRTA Customer Information System (CIS), the NFSC Dedicated Hot Line number and/or any other available GCRTA service information such as time tables, schedules and system maps to determine if there is an existing and efficient transit route to an individual's destination.
- b. Upon determination that the GCRTA's standard fixed route services (rail, bus or circulator system) are unable to transport the individual to the target job site, or if the Self-Sufficiency Coach is unable to do the initial transportation screening, the individual will be referred to a Mobility Specialist.
- c. The Mobility Specialist shall have a maximum of three (3) business days to arrange transportation services to an eligible individual.
- d. When making a referral to a Mobility Specialist, the Self-Sufficiency Coach must complete the required sections of the Client referral Form.
- e. If the individual is approved for transportation services and is not receiving a transportation allowance, the Self-Sufficiency Coach must begin processing the required paperwork within two (2) business days using Food Stamp work allowance funds.
- f. The Mobility Specialist is required to report back to the referring Self Sufficiency Coach on the service plan and the transportation assistance proposed for the client.

### **2. COUNTY JOB SERVICE PROVIDERS**

- a. The job service provider, using the GCRTA Customer Information Line and available GCRTA service information such as time tables, schedules and system maps, may determine if there is an existing and efficient transit route to the individual's destination.
- b. Upon determining that the GCRTA's standard fixed route services (rail, bus or circulator system) are unable to transport the individual to the job site, or if the job service provider is unable to do the initial transportation screening, the individual will be referred to the Mobility Specialist assigned to the client's NFSC.
- c. The job service provider must complete the required sections of the Client Referral Form when making a referral to a Mobility Specialist.

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- d. The Mobility Specialist must be given a maximum of three (3) business days to arrange transportation services to an eligible individual..
  - e. If the individual is approved for transportation services, the Mobility Specialist must notify their self-sufficiency coach and/or job service providers.
  - f. If the individual is not receiving a transportation allowance, the Self-Sufficiency Coach must begin processing the required paperwork with in two (2) business days using Food Stamp work allowance funds.

### 3. EMPLOYERS

- a. Employers who participate in any supplemental or regular transit services are encourage to use the advanced earned income credit payment to increase income and reduce the tax liability of clients (IRS rules) and RTA's Commuter Advantage™ Program for tax sheltered fare media (monthly, weekly or 7-day express pass).
- b. Calls from employers to the GCRTA Manager of Service Planning or the County Transportation Coordinator inquiring about transportation services for potential or current employees will be referred to the Mobility Specialists.
- c. The Mobility Specialist will determine whether any of the employees are currently eligible for transportation services as defined in Section A.
- d. If there are employees eligible for transportation services, the Mobility Specialist, working with the staff of the NFSC will determine: 1) if the employee is eligible as a transitioning OWF client or low-income client; and/or 2) if the employee is eligible to receive assistance to pay for these transportation services through a pass subsidy.
- e. The GCRTA Manager of Service Planning and the County Transportation Coordinator will work together with employers to increase their participation and use of the Advanced Earned Income Tax Credit and the RTA Commuter Advantage™ Program.

### 4. SELF-REFERRALS

- a. An individual may independently contact a Mobility Specialist to inquire about available transportation services.
- b. The Mobility Specialist, working with the staff of the NFSC, will determine if the individual is: 1) eligible as a transitioning OWF client or low-income client; and/or 2) eligible to receive assistance to pay for these transportation services through a pass subsidy.

## SECTION F - SCHEDULING STANDARDS

- 1. To the extent possible, calls to Mobility Specialists to schedule trips must be returned within the same day.
- 2. Upon receiving a referral from a self-sufficiency coach, a job service provider or a self-referral, the Mobility Specialist will complete the required sections of Client Referral/Profile Form.

- 3. The Mobility Specialist will identify and assign the individual to an existing van pool once it has been determined that these services best meet the individual's transportation needs. In determining the appropriate services, the Mobility Specialist will take into consideration the special needs of the individual such as day care drop-offs.
- 4. GCRTA, or its service provider, must provide transportation within 72 hours of a request.
- 5. The Mobility Specialist shall advise the new rider of the location of their trip origin and its collection point, their responsibilities as passengers and the scope of the van pool service. See *Passenger Code of Conduct*.

**SECTION G - COMMUNICATIONS STANDARDS**

- 1. The Mobility Specialists will be available Monday through Friday at their assigned NFSC or available by telephone between the hours of 8:00 a.m. and 4:30 p.m.
- 2. The GCRTA, or their service provider, will provide and maintain a dedicated toll-free number and a local customer service hotline for clients to obtain general information about the program and its services, make schedule changes, cancellations, and other necessary issues related to the transportation services. Appropriate arrangements must be made to retrieve immediate response information after regular working hours, Saturdays, Sundays and state holidays.
- 3. The GCRTA, or their service provider, must provide a communication system linking the dispatcher to all drivers and/or vehicles used in the delivery of transportation services.

**SECTION H - PICK UP AND DELIVERY STANDARDS**

- 1. PICK-UP STANDARDS
  - a. Arrival on time for a scheduled pick up by the van driver and the passenger shall be standard practice.
  - b. The passenger must be at their assigned trip origin and its collection point at the assigned time to access transportation.
  - e. For additional pick-up standard information, please refer to the *Passenger Code of Conduct*.
- 2. EMERGENCY RIDE PROGRAM
  - a. If an emergency occurs and a participant must leave their place of employment prior to pick up by a van, the participant must make arrangements through the Emergency Ride Program for a ride home. This trip will count towards the participant's available rides through the Program.
- 3. DELIVERY STANDARDS
  - a. The service provider must ensure that the participant is transported to and from appointments on time.

- b. If the van is delayed en route to the work destination, the GCRTA, or its service provider, must advise the passenger that RTA will issue a letter on request to confirm the delay.
- c. For additional delivery standard information, please refer to the Passenger Code of Conduct.

**WORK ACCESS & TRANSPORTATION PROGRAM  
PASSENGER CODE OF CONDUCT**

**SECTION 1 - PAYING FARES SECTION 1 - PAYING FARES**

- a. Passengers must buy an RTA Monthly Express or 7-Day Express Pass.
- b. Passengers must have an RTA Monthly Express or 7- Day Express Pass upon entering the van, except persons with an appropriate RTA ID and farecard. There are no other exceptions.
- c. Not having the appropriate fare is a violation.

**SECTION 2 – BEING ON TIME**

- a. Passengers must meet the vehicle at the designated pick-up point, for both outgoing and incoming trips.
- b. Passengers must be at the designated pick-up point at least 5 minutes before the scheduled pick up time to prevent any delays.
- c. Being late is a violation.

**SECTION 3 – CANCELLING YOUR RIDE SECTION 3 – CANCELLING YOUR RIDE**

- a. In case of an emergency, missed ride, or any other service cancellation, the passenger must notify Provide-A-Ride at (216) 663-7503 or (toll-free) 1-888-WTW-CANCEL at least one hour before the scheduled pick-up time.
  - a. In case of an emergency, missed ride, or any other service cancellation, the passenger must notify Provide-A-Ride (216) 663-7503 or Toll-Free (1-888-WTW-CANCEL) at least one hour before their scheduled pick up time.
- b. Insufficient cancellation (less than 1 hr.) is a violation.

**SECTION 4 – COURTESY/SAFETY**

- a. No smoking is allowed on the vehicle. No beer or alcoholic beverages are permitted on the vehicle.

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- b. Audio equipment with headphones can be used if the volume is low so that other passengers do not hear it.
  - c. Unnecessary conversation with the driver is prohibited.
  - d. Failure to comply with the above is a violation.

**WORK ACCESS & TRANSPORTATION PROGRAM  
PASSENGER CODE OF CONDUCT**

**SECTION 5 – PENALTIES FOR VIOLATIONS OF SECTIONS 1-4**

In each calendar quarter,\* the following penalties will apply:

- 1<sup>st</sup> violation ..... Documented verbal or written warning
- 2<sup>nd</sup> violation..... Documented verbal or written warning
- 3<sup>rd</sup> violation..... Written warning
- 4<sup>th</sup> violation..... Written warning
- 5<sup>th</sup> violation..... 7 calendar day suspension
- 6<sup>th</sup> violation..... 14 calendar day suspension
- 7<sup>th</sup> violation ..... Permanent loss of service

**SECTION 6 – PERMANENT TERMINATION OF SERVICE**

Any of the following behaviors will result in immediate permanent termination of service.

- a. Threatening or abusive behavior directed toward any Work Access & Transportation Program official, RTA official, Provide-A-Ride staff, driver, or passenger is prohibited.
- b. Bringing any weapon on the vehicle is prohibited.
- c. Lewd behavior is prohibited.
- d. Acts of violence are prohibited.

**SECTION 7 – APPEALS PROCESS**

A customer may appeal any warning, suspension, or service termination in writing within seven (7) calendar days after receiving notification of that warning, suspension, or service termination. Appeals should be sent to:

RTA Director of Service Management  
1240 W. 6<sup>th</sup> Street  
Cleveland, OH 44113

\*Calendar Quarters:

First Quarter	Jan 1 – Mar 31
Second Quarter	Apr 1 – Jun 30
Third Quarter	Jul 1 – Sep 30
Fourth Quarter	Oct 1 – Dec 31

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**ATTACHMENT B  
 WORK ACCESS & TRANSPORTATION  
 ANTICIPATED REVENUE  
 For the Period JUNE 25, 2001 - JUNE 30, 2004**

PROGRAM ELEMENT	NUMBER	Anticipated Revenue			
		TANF COUNTY	ODOT NOACA	GCRTA/FTA Federal	TOTAL
<b>PERSONNEL</b>					
Mobility Office	3	\$394,050		\$394,050	\$788,100
Additional Mobility Specialists					
TMO-Manager	1				
<b>INFORMATION TECHNOLOGY</b>					
Toll Free Number	1			\$20,000	\$20,000
Customer Information Internet Deployment-Work Access Web Page		\$20,000			\$20,000
ITS system on the Van Pools					
<b>TRANSPORTATION SERVICES</b>					
Van Pool Services Work Access		\$770,075	\$1,190,000	\$893,075	\$2,853,150
Bus Routes from Van Pools		\$715,875		\$715,875	\$1,431,750
Pass Purchases		\$130,000			\$130,000
Non-profit Partnerships			\$136,000	\$20,000	\$156,000
TMO Subsidies				\$90,000	\$90,000
Wheelchair-lift Van Purchases					
Van Purchases					
<b>MARKETING PROGRAM</b>					
Marketing Materials		\$10,000	\$10,000		\$20,000
Brochures		\$15,000	\$15,000		\$30,000
<b>PROGRAM EVALUATION</b>					
Evaluation					
<b>TOTAL</b>		\$2,055,000	\$1,351,000	\$2,133,000	\$5,539,000



**ATTACHMENT B**  
**WELFARE-TO-WORK TRANSPORTATION PROGRAM**  
**PROGRAM BUDGET DEFINITIONS**

1. Personnel- Excludes the Transportation Coordinator at the Cuyahoga County Planning Commission paid under separate contract and other RTA program support staff.
2. Mobility Office- The Manager of Service Planning coordinates the van pool program administered by the RTA and the Mobility Specialists are co-located at RTA and the Neighborhood Family Service Centers.
3. Toll Free Number- A Toll free number (866-WTW-CANCEL) provides cost free access to cancel unneeded services and facilitate service adjustments. The Mobility Office toll-free number (866-WTW-TRIP) is a voice mail only information access line.
4. Daycare mapping- The County has implemented a mapping program for Self-Sufficiency Coaches which could be made available on the internet for Mobility Specialists and Job Service Providers.
5. Van Pool (Contracted)- The Current Contractor is Provide-A-Ride.
6. Bus Routes from Van Pools- The Van pool has helped to identify ridership potential for regular bus service that could develop into regular RTA bus services that make more jobs accessible to low-income persons.
7. Pass Purchases- The County subsidizes passes for new hires and clients experiencing temporary hardships.
8. Emergency Ride- Family emergencies can be accommodated with special trips from work to daycare etc.
9. TMO Subsidies- Assist employers to establish van pools to connect remote job sites with regular transit routes. Currently the existing TMO is Beachwood.
10. Brochures- Maintain program awareness with new brochures.
11. Evaluation- Obtain outside evaluation of program.

ATTACHMENT C  
WELFARE-TO-WORK TRANSPORTATION PROGRAM  
DATA REQUIREMENT DEFINITIONS

1. Total number of employers served and their locations - Names, addresses, telephone numbers of employers where the van pool is taking van pool riders.
2. Total number of individuals enrolled in the van pool program - Includes daily van pool riders, persons taken to interviews or other job training appointments, emergency rides and temporary riders.
3. Total number of completed van pool trips - Trip that picks up an individual and takes them to their required destination.
4. Total number of vans used - The number of vans used in the previous month to perform the necessary trips.
5. Total number of van pool riders by category:
  - \$ Regular van pool riders
  - \$ Emergency Ride Program riders
  - \$ Taken to job interviews
  - \$ Provided temporary service
6. Daily volume of van pool riders - Maximum number of persons riding daily, excludes interviews.
7. Number of riders gained for the month - Number of new or return riders after a 30-day absence.
8. Number of riders loss for the month - Number of riders that do not return after a 30-day absence.
9. Average daily riders per trip - On average how many seats are filler per trip.
10. Average trip vehicle miles - The odometer readings for each van averaged by miles and vehicles.
11. Total vehicle miles for the month - Total odometer miles for all vans.
12. Total scheduled, completed, cancelled, or no-show trips for the month - Number of persons who scheduled a trip and completed the trip and the number of persons who scheduled trips but cancelled or did not show up.
13. Number of requests for service or information not requiring referral to a van pool - Number of persons who called for assistance and were able to obtain transportation through routine GCRTA bus routes.