



Wheelchair and Off-Hours Employment Transportation Provider Agreement

This Wheelchair and Off-Hours Employment Transportation Provider Agreement (this "Agreement") is by and between the Medina County Board of Developmental Disabilities (hereinafter "Board", and PROVIDER NAME (hereinafter "Provider").

WHEREAS, the Provider provides DODD Waiver Certified Non-Medical Transportation (NMT) services to individuals eligible for Board services;

WHEREAS, such transportation services are provided in vehicles owned or leased by the Provider;

WHEREAS, certain individuals are transported in their wheelchairs or off-hours (defined as before 8am and after 5pm or weekends) for competitive employment; and

WHEREAS, the Board and the Provider desire transportation services for individuals transported in their wheelchairs is provided in the safest manner and in accordance with best practices.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Article 1: Term

This Agreement shall become effective on DATE 4/1/2024 and shall remain in force and effect up to 12/31/2024.

Article 2: Medina DD Duties

Services. The Board shall provide the following services under this Agreement:

2.1.1 An annual on-site vehicle inspection by a Board employee at the Provider's site where such vehicles are located or parked daily.

2.1.2 Provide direct monitoring/evaluation of the Provider's loading and unloading of individuals utilizing wheelchairs covered under this Agreement. Monitoring/evaluation shall occur at a minimum of one time during the term of this Agreement.

2.1.3 Provide training, as needed, specific to wheelchair transportation topics to all employed or contracted drivers of Provider vehicles so that all drivers receive adequate training.

2.1.4 Review and verify that the Provider has corrected any and all safety recommendations made by the Board regarding wheelchair transportation services. The Board may at its sole discretion assist the Provider with implementing any safety recommendations

Scheduling. The Board shall be responsible for scheduling and notifying the Provider in advance of monitoring/evaluation activities.

Incentive Payment. The Board shall pay the Provider an incentive payment in accordance with Article 4 below for its cooperation and participation in the Board's Wheelchair and Off-Hours Transportation Provider Programs.

Article 3: Provider Duties

3.1 Services. To the greatest extent possible, Provider shall provide non-medical transportation services to individuals who are required to be transported in wheelchairs to community employment, as agreed to by the individual's ISP team, up to the capacity of the Provider to provide such, **OR** to individuals that require community employment transportation during off-hours when no other public or NMT transportation is available. Transportation for individuals who are: residents of an ICF/IID, transported by the Provider to an employment/service location operated by the Provider or a provider with the same or common owners as the Provider, are not covered/included or counted under any provisions of the program covered by this Agreement. NMT shall be an identified service in the individual's approved ISP.

3.2 Cooperation. Provider agrees to cooperate with the Board in the provision of services outlined in paragraph 2.1 above. Cooperation shall include having drivers providing NMT services available where their presence is necessary. Provider further agrees to maintain records of all individuals transported under this Agreement and a list of all drivers who participated and received the Board's training under this Agreement.



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3.3 Information. Provider shall provide and/or submit to the Board any information, reports or documents requested by the Board to verify compliance with the terms of this Agreement. Any such request by the Board shall be made upon reasonable notice.

3.4 Services to Individuals. Provider agrees that this Agreement in no manner whatsoever modifies, eliminates, or preempts Ohio Administrative Code 5123-9-18 governing non-medical transportation services. Provider further agrees that this Agreement neither expressly nor impliedly causes the Board to be considered as providing non-medical transportation services.

Article 4: Incentive Payment

4.1 Incentive Payment. The Board shall pay the Provider a one-time amount in accordance with the following for regular, ongoing NMT provided in each quarter of the calendar year to the individual's community employment site:

4.1.1 Provider(s) that regularly transport individuals who are required to be transported in wheelchairs to and from community employment work sites, **OR** to individuals that require transportation to community employment work sites during off-hours when no other public or NMT transportation is available, will receive payments based on the following requirements:

\$1,000 per quarter for each individual regularly transported in a wheelchair or an individual regularly transported to a community employment site during weekend or after 5pm or before 8am during the weekday for 20 or more trips per month.

\$500 per quarter per individual that is transported to a community employment site during weekend or after 5pm or before 8am during the weekday for less the 20 trips per month.

The Board is responsible for determining, in its sole discretion, whether Provider has provided regular, ongoing NMT during a calendar quarter. The Board may consider payments outside of this incentive payment for one-time trips or extenuating circumstances.

In the event the number of individuals transported in a wheelchair on a regular, ongoing basis in any calendar year quarter causes the Provider to be eligible for a higher or lower quarterly payment amount, the number of individuals transported in a wheelchair in the last month of said quarter shall determine the level of payment that the Provider is eligible to receive.

4.2 Invoice. Provider shall invoice the Board after each quarter by the following deadlines; July 30, 2024; October 31, 2024; January 10, 2025). Back up documentation must include a listing of all individuals transported, including destination, as part of the program during the particular calendar year.

4.3 Payment of Invoice. The Board shall pay invoices submitted in accordance with paragraph 4.2 within thirty (30) days of receipt of the invoice.

Article 5: Miscellaneous

5.1 Entire Agreement. The parties agree to accept the terms and conditions of this Agreement. It is acknowledged by the parties hereto that this agreement supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this agreement.

5.2 Severability. Should any portion of this Agreement be deemed unenforceable by any administrative judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to Article 5.4 or 5.3, respectively of this Agreement.

5.3 Termination. The parties may terminate this Agreement without fault by providing the other party written notice (30) days prior to the proposed date of termination.

5.4 Modification and Amendment. This Agreement may be amended or modified by agreement of the parties in writing and attached hereto.



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5.5 Political Contributions. Provider certifies that the Provider is currently in compliance with Section O.R.C. 3517.13, as applicable. Any violation of the O.R.C. Section by the Provider renders this Agreement void ab initio.

5.6 Indemnification. Provider shall hold harmless, indemnify, and defend The Board, and its employees or agents from and against all liability arising out of the Provider's participation in this Agreement.

5.6 Dispute Resolution. Both parties hereby agree to attempt to resolve differences informally and amicably. If any disputes cannot be resolved in such a manner it shall be resolved in accordance with OAC. 5123-4-04 (F).

5.7 Notices. All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, mailed or emailed with an acknowledgement by the receiving party that the email was received to:

5.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Ohio.

5.9 Waiver. The waiver of breach of any term of this Agreement shall not be interpreted as waiver of any other term of this agreement.

Signatures

Medina County Board of Developmental Disabilities

Print Name: _____ Date: _____

Title: _____

Signature: _____

Provider

Print Name: _____ Date: _____

Title: _____

Signature: _____