

SUBSIDIZED TRANSPORTATION PROGRAM SERVICE AGREEMENT

THIS AGREEMENT, made in duplicate, for the delivery of the **Subsidized Transportation Program (STP)**. Effective as of the 1st day of June 2018

BETWEEN:

The Corporation of the County of Brant
(the "County")

- and -

Grand River Cab Inc.
("GRAND RIVER CAB")

WHEREAS, the County of Brant provides a Subsidized Transportation Program;

AND WHEREAS the County wishes to contract with taxi companies to provide the Subsidized Transportation Program;

NOW THEREFORE in consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

In this Agreement, the following words and phrases have the following meanings:

"Term" means the period of time from the effective date first above written and May 31, 2019.

"Subsidized Transportation Client" means a resident of the County of Brant who is deemed eligible to participate in the Subsidized Transportation Program by the County and may include a non-resident of the County, visiting the County for a short period of time who has received County approval to permit access to the STP for the duration of the visit.

ARTICLE 2 - THE AGREEMENT

The attached Schedules form part of this Agreement.

ARTICLE 3 – REPRESENTATIVES FOR AGREEMENT

3.1 The GRAND RIVER CAB representative for purposes of this Agreement shall be:

Lynn Pratt
5 Grand River St. N
Paris, Ontario
N3L 2L9
Tel. 519-442-3334
grandrivercabinc@gmail.com

3.2 The County representative for purposes of this Agreement shall be:

Lesley Head
Director, Community Relations
15 Curtis Ave.,
Paris, Ontario
N3L 3W1
Tel. 519-442-1818
lesley.head@brant.ca

ARTICLE 4 - TERM OF AGREEMENT

4.1 This Agreement shall expire at the end of the Term.

ARTICLE 5 – SERVICES

5.1 GRAND RIVER CAB agrees to provide the services to the County as described and in accordance with the terms of this agreement.

ARTICLE 6 - RATES AND PAYMENT

6.1 The County shall pay GRAND RIVER CAB for each Trip provided to a Subsidized Transportation Client in accordance with the terms of this agreement, at the rate calculated as follows:

[Trip Fare at the Metered Rate as defined in the County of Brant Taxi By-law] minus [the applicable "Flat Rate for Subsidized Transportation Clients] multiplied by sixty percent.

6.2 GRAND RIVER CAB shall invoice the County monthly at the end of each month. The invoice shall be accompanied by a list of all trips provided to Subsidized Transportation Clients pursuant to this agreement in the form provided by the County of Brant.

6.3 The payment terms are net thirty (30) days.

ARTICLE 7 - INSURANCE

7.1 GRAND RIVER CAB shall comply with the insurance requirements as set out in Schedule A of this Agreement.

ARTICLE 8 - NOTICES

8.1 Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the County addressed to the attention of the County Representative and to GRAND RIVER CAB addressed to the attention of the GRAND RIVER CAB Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.

8.2 Notices shall be deemed to have been given:

- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
- (b) in the case of facsimile or mail, one (1) Business Day after such notice is sent in accordance with this paragraph.

8.3 In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

Upon giving GRAND RIVER CAB not less than thirty (30) days' prior written notice, the County may, at any time and without cause, cancel this agreement, in whole or in part. In the event of such cancellation, the County shall not incur any liability to GRAND RIVER CAB apart from the payment for the services that have been satisfactorily delivered or performed by GRAND RIVER CAB at the time of cancellation.

Failure of GRAND RIVER CAB to perform its obligations under the Agreement shall entitle the County to terminate the Agreement upon ten (10) days' written notice to GRAND RIVER CAB, if a breach which is remediable is not rectified at that time. In the event of such termination, the County shall not incur any liability to GRAND RIVER CAB apart from the payment for the services that have been satisfactorily delivered or performed by GRAND RIVER CAB at the time of termination.

All rights and remedies of the County for any breach of GRAND RIVER CAB'S obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and shall not be deemed to be in exclusion of any other rights or remedies available to the County under the contract or otherwise at law.

No delay or omission by the County in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or any other right or remedy.

ARTICLE 10 - LEGAL RELATIONSHIP BETWEEN COUNTY AND GRAND RIVER CAB

10.1 GRAND RIVER CAB Power to Contract

GRAND RIVER CAB represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this Agreement and that it is not a party to any agreement with another person which would in any way interfere with the rights of the County under this Contract.

10.2 Subcontracting or Assignment

GRAND RIVER CAB shall not subcontract or assign the whole or any part of this agreement without the prior written consent of the County. Such consent shall be at the sole discretion of the County and subject to the terms and conditions that may be imposed by the County.

10.3 Independent GRAND RIVER CAB

This Agreement is for a particular and non-exclusive service. GRAND RIVER CAB shall have no power or authority to bind the County or to assume or create any obligation or responsibility, express or implied, on the County’s behalf, or to hold itself out as an agent, employee or partner of the County. Nothing in the Agreement shall have the effect of creating an employment, partnership or institution relationship between the County and GRAND RIVER CAB. For the purposes of this paragraph, GRAND RIVER CAB includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors.

ARTICLE 11 – GENERAL

11.1 Severability

If any term or condition of the Agreement, or the application thereof to the parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the agreement, and the application of such term or condition to the parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

11.2 Changes By Written Amendment Only

Any changes to this Agreement shall be by written amendment signed by both parties. No changes shall be effective in the absence of such an amendment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

THE CORPORATION OF THE COUNTY OF BRANT

(R.E.F.) Ron Eddy, Mayor

Heather Boyd, Clerk

I have authority to bind the Corporation

GRAND RIVER CAB INC.

(Name and Title)

(Name and Title)

I have the authority to bind the Corporation

SCHEDULE A – GENERAL CONDITIONS

1. PERSONNEL AND PERFORMANCE

GRAND RIVER CAB shall be responsible for its own staff resources and for the staff resources of any subcontractors and/or consultants engaged by them and shall ensure that all personnel acting on behalf of the County comply with all applicable laws.

2. LAWS AND REGULATIONS

GRAND RIVER CAB shall be governed by the laws and regulations of Ontario. Shall comply with all of the parts, provisions and terms and conditions of BY-LAW Number 53-09 (As amended by By-Laws, 52-10, 132-10, 111-11, 218-11, 113-12, 13-15, 30-70 and 67-17), without exclusion.

3. CONFIDENTIALITY

GRAND RIVER CAB shall treat all information provided in performance of this contract as confidential information and shall not disseminate for any reason without the express written permission of the County.

4. INDEMNIFICATION

GRAND RIVER CAB shall indemnify and save harmless the County, its elected officials, officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries, expenses and judgments (including legal fees and costs) arising from or related to GRAND RIVER CAB's performance or non-performance of its obligations, including payment obligations to others and including breach of any confidentiality obligations under this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

GRAND RIVER CAB shall indemnify and save harmless the County, its elected officials, officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries, and judgments (including legal fees and costs) arising from infringement, actual or alleged, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

GRAND RIVER CAB shall pay all royalties and patent license fees required for the Services.

If the Services or any part thereof is in any action or proceedings held to constitute an infringement, GRAND RIVER CAB shall forthwith either secure for the County the right to continue using the Services or shall at GRAND RIVER CAB'S expense, replace the infringing items with non-infringing Services or modify them so that the Services no longer infringe.

6. INSURANCE

Upon Execution of this agreement until the end of the term, GRAND RIVER CAB shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance:

- (a) Commercial General Liability Insurance in the amount of at least \$5,000,000.00, Canadian Dollars per occurrence, issued by an insurer licensed to do business in Ontario, that protects GRAND RIVER CAB from all claims, demands actions, causes of action that may be taken or made against GRAND RIVER CAB, its employees or agents, for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to GRAND RIVER CAB'S performance of services, which names the County as an additional insured and which is endorsed to provide 30 days' notice of amendment, cancellation, non-renewal or revocation. The Policy must also include contractual liability, non-owned automobile liability, products and completed operations coverage, employees as additional insured's, as well as a cross liability and severability of interests' clause
- (b) Automobile insurance, issued by an insurer licensed in Ontario, evidencing a motor vehicle liability policy as defined in the *Insurance Act*, in respect of each *vehicle* used to provide the service, with a minimum limit of liability in the amount of \$2,000,000.00 per occurrence, and indicating that such policy provides coverage while the *motor vehicle* is used to carry *persons* with disabilities for compensation or hire and is endorsed to provide that the County will be given at least ten (10) days' notice in writing prior to any cancellation, expiration or change in the amount of the policy and including the following:
 - i. for all vehicles registered as public vehicles produce proof of insurance, confirmation of Permission to Carry Passengers for Hire;
 - ii. Liability Coverage for Attached Machinery;
 - iii. OPCF 22 Damage to Property of Passengers.
- (c) Any other insurance policy or confirmation of insurance coverage which may be required by the County, its Lenders or any other Interested Party identified by the County to be entitled to receive this information.
- (d) Workplace and Safety Insurance Clearance Certificate if applicable to any of the services performed by GRAND RIVER CAB.

Upon Execution of the Contract and thereafter upon or prior to the expiry date of any policy, GRAND RIVER CAB shall provide a certificate of automobile insurance and an original signed certificate of liability insurance naming the County as an additional insured evidencing renewal or replacement to the County prior to the expiration date of the original policies, without notice or request by the County.

7. NON-EXCLUSIVITY

The entry into a contract by the County shall not be a guarantee of exclusivity to GRAND RIVER CAB.

8. NO ASSIGNMENT

GRAND RIVER CAB shall not assign the whole or any part of the contract, and GRAND RIVER CAB shall not assign any monies which may be due or which may become payable under the Agreement, without the written consent of the County which consent shall not be unreasonably withheld. Such consent shall not, under any circumstance, relieve GRAND RIVER CAB of any or all liabilities and obligations assumed by it under the Agreement. For the purposes of the contract, assignment shall include any transfer in the majority ownership or controlling interest in GRAND RIVER CAB, whether through the sale of shares, direct acquisition of assets or otherwise.

9. CONFLICT OF INTEREST

- a) GRAND RIVER CAB must declare any situation that may be a conflict of interest or that may appear as a potential conflict of interest in performing the service. If such a conflict of interest does exist, the County may, at its discretion, terminate the Contract.
- b) Any trips provided pursuant to this contract for employees of GRAND RIVER CAB must be authorized in writing by the County of Brant representative.

10. ERRORS AND OMISSIONS

No oral interpretation or clarification provided to GRAND RIVER CAB will be effective to modify any provisions of these Contract Documents or subsequent contract. Any modification or clarification to the contract must be by written amendment to this agreement.

11. RIGHT TO AUDIT

The County or anyone designated in writing by it may audit and inspect all financial and related records associated with the terms of the Contract including timesheets, accounts, records, receipts, vouchers, and other documents relating to the Services and shall have the right to make copies thereof and take extracts there from. GRAND RIVER CAB shall make available all facilities, physical and otherwise, for such audits and inspections and shall furnish the County and its authorized representatives with all such information as it, or they, may from time to time require with reference to such timesheets, accounts, records, receipts, vouchers, and other documents. GRAND RIVER CAB shall cause all such timesheets, accounts, records, receipts, vouchers, and other documents, as aforesaid, to be preserved and kept available for audits and inspection at any reasonable time, and from time to time, until the expiration of **five (5)** years from the later of:

- (a) the date of termination of or cancellation of the Contract;
- (b) the date of completion of the Services hereunder; or
- (c) the expiration of such lesser or greater period of time as shall be approved in writing by the County.

12. EVALUATION OF PERFORMANCE

At any time during the course of and completion of the Contract the County may complete an evaluation of GRAND RIVER CAB'S performance, which may be made available to persons requesting County references for the Contract and also may be reviewed and may form part of the criteria when awarding future Contracts by the County.

GRAND RIVER CAB hereby authorizes the maintenance and release of this information.

13. QUALITY AND VALUE

GRAND RIVER CAB shall provide a preferred standard of service and value to the County. The County shall be the sole judge of the adequacy of such service and value, and may suggest changes as necessary.

14. DISPUTE RESOLUTION

In the event of a misunderstanding or dispute between GRAND RIVER CAB and the County concerning any aspect of the contract the parties agree that County does not waive its right to litigate the dispute within the period permitted under Ontario Law to bring such action, or to proceed in any other manner.

15. AGREEMENTS IN WRITING

In all cases of misunderstanding and disputes, verbal arrangements will not be considered. GRAND RIVER CAB must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the County or in prosecuting any claim against the County.

16. MEETINGS

GRAND RIVER CAB representative(s), as requested by the County, shall attend all meetings required during the contract. This shall include all regular meetings and emergency meetings.

GRAND RIVER CAB representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

A Meeting may proceed by conference call, or may require personal attendance of GRAND RIVER CAB.

17. NON-WAIVER

No condoning, excusing or overlooking by the County of any default, breach or non-observance by GRAND RIVER CAB at any time or times in respect of any provision herein contained shall operate as a waiver of the County's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the County herein in respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by the County save only for an

express waiver in writing. Any work completed by the County required by this agreement to be done by GRAND RIVER CAB, after reasonable notice, shall not relieve GRAND RIVER CAB of its obligations to do that work or to reimburse the County for its actual cost to the County of having done it, including an allowance for normal overheads.

SCHEDULE B - TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1. SCOPE OF SERVICE

- 1.1 GRAND RIVER CAB shall provide services in accordance with the terms of this agreement including the Program Guidelines as set out in Schedule E.
- 1.2 GRAND RIVER CAB shall accept all trip bookings for and provide transportation services to all County Subsidized Transportation Clients that are requested in accordance with the terms of this agreement and shall schedule trip requests on shared-ride basis whenever possible based on customer requests, efficiency and cost. GRAND RIVER CAB shall provide same-day service on a space available basis.
- 1.3 GRAND RIVER CAB will provide all vehicles drivers, dispatchers, supervisors and equipment required to carry out the service in accordance with the requirements set out in this Contract.

2. FARES

- 2.1 GRAND RIVER CAB shall ensure that Subsidized Transportation Clients are not charged any amount in excess of the "Flat rate per Trip for Subsidized Transportation Clients" as set out in the County Taxi By-law. GRAND RIVER CAB shall accept payment in the forms of payment as listed below:
 - a) cash payment;
 - b) any other fare products as directed by the County.
- 2.2 GRAND RIVER CAB shall ensure that Companions, Support Persons and children sharing the exact same trip with the Subsidized Transportation Client are not charged any additional fare in excess of the applicable "Flat rate per trip for Subsidized Transportation Clients" as set out in the County Taxi By-law.
- 2.3 GRAND RIVER CAB shall ensure that only one "Flat rate per trip for Subsidized Transportation Clients" as set out in the County Taxi By-law, is charged when Subsidized Transportation Clients share the exact same trip.
- 2.4 GRAND RIVER CAB may charge each Subsidized Transportation Client the "Flat Rate per Trip for Subsidized Transportation Clients" as set out in the County Taxi By-law, where the pick up or drop off location for the Subsidized Transportation Clients are different.
- 2.5 GRAND RIVER CAB will under no circumstances collect or attempt to collect any payment in excess of the "Flat Rate per trip for Subsidized Transportation Clients" as set out in the County Taxi By-law. GRAND RIVER CAB shall ensure that drivers do not accept tips or gratuities from Subsidized Transportation Clients for work performed under this contract, or payment for extra services provided.

3. VEHICLES AND LICENSING

- 3.1 The vehicles shall be supplied, licensed, maintained, operated and equipped by GRAND RIVER CAB in accordance with all applicable legislation and regulations of the federal, provincial and municipal authorities. All vehicles used to provide the Subsidized Transportation Program must be licensed as a County of Brant Taxi Cab or have been issued and be operating in compliance with a Public Vehicle License. GRAND RIVER CAB is required to make available for service a minimum of one vehicle that is equipped as an Accessible Taxicab as defined in the County of Brant Taxi By-law.
- 3.1.1 STP Vehicle Identification: The County shall provide the taxi contractor with two magnetic signs for each vehicle providing STP service. Each sign shall not exceed 30cm x 60cm and will indicate that the vehicle is in the service of the Subsidized Transportation Program (STP). The signs are to be affixed on the driver and passenger doors on either side of the vehicles while providing STP service.
- 3.2 GRAND RIVER CAB will provide to the County and keep current for the duration of the contract, a list of all vehicles that will be used to provide the service which includes the Taxicab Vehicle License Number or a copy of the Public Vehicle License if applicable and the make, model, year, odometer reading, passenger capacity, license plate and registration number of each vehicle which will be appended as Schedule C. GRAND RIVER CAB shall indicate the vehicles that are equipped as "Accessible Vehicles" as defined under the Highway Traffic Act, R.R.O. 1990, Regulation 629 and equipped for the purpose of transporting persons with physical disabilities and shall provide applicable licenses and inspection forms evidencing compliance with:
- a) the Accessibility for Ontarians with Disabilities Act, Transportation Standards for Specialized Transportation O. Reg 191/11;
 - b) the Highway Traffic Act R.R.O. 1990, Regulation 629 and Regulation 611;
 - c) the Public Vehicles Act, R.S.O. 1990, chapter P54;
 - d) the Insurance Act, R.S.O. 1990, chapter I-8.
- 3.3 GRAND RIVER CAB shall use only the vehicles listed in Schedule C to perform the services pursuant to this contract. GRAND RIVER CAB will notify the County representative in writing of any proposed changes to Schedule C and provide copies of all required licenses and inspections. The County representative will review the proposed changes and upon approval will update Schedule C. GRAND RIVER CAB shall not use a vehicle to provide the service until approved for use by the County.
- 3.4 GRAND RIVER CAB shall ensure that all vehicles are repaired promptly and returned to service as soon as possible and that all vehicle interiors are maintained on a daily basis and exteriors maintained on a weekly basis.
- 3.5 The County may, at any time inspect any vehicle proposed for use in this contract. If, following an inspection, the County is of the opinion that a vehicle is

in an unsafe, unsuitable or unfit condition, GRAND RIVER CAB will remove same from service and replace the vehicle with another vehicle approved by the County until such time as the original vehicle has been returned to a suitable or fit condition.

- 3.6 All vehicles will be equipped with a two-way radio and/or cell phone capable of communicating with GRAND RIVER CAB'S dispatch.

3.7 Vehicle Maintenance Specifications, Records and Reports

- 3.7.1 GRAND RIVER CAB may be required to supply the County with a copy of its preventive maintenance program by vehicle type for approval by the County.

- 3.7.2 GRAND RIVER CAB shall maintain at its operations site, the following records for each vehicle for inspection by the County, at the County's discretion:

- a) daily driver pre and post inspections sheets;
- b) monthly service records of vehicle maintenance including kilometres driven, fuel consumption; and
- c) work orders identifying mechanical defects and confirmation of repairs.

- 3.7.3 GRAND RIVER CAB shall conduct a daily safety inspection "circle check" of all vehicles providing service before placing the vehicle in service.

- 3.7.4 GRAND RIVER CAB will provide information regarding the average vehicle service intervals in kilometres; i.e. after how many kilometres is a vehicle serviced; (tune-up, brakes, emission testing, etc.) and provide any service standards that GRAND RIVER CAB has or will have in place.

4. ACCESSIBILITY GUIDELINES

- 4.1 GRAND RIVER CAB must ensure that it complies with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, chapter 11, Ontario Regulation 429/07, Accessibility Standards for Customer Service, and Ontario Regulation 191/11, the Integrated Accessibility Standards and in particular shall provide documentation to the County indicating that GRAND RIVER CAB has met the training requirements with respect to the following:

- a. How to interact and communicate with persons with various types of disability;
- b. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
- c. How to use equipment that is available on the premises that may help in the provision of goods or services;
- d. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services;
- e. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

- 4.2 GRAND RIVER CAB will be required to conduct employee and volunteer accessibility training in consultation with the County of Brant Accessibility Coordinator on a yearly basis. The accessibility training shall include training on:
- a. the safe use of accessibility equipment and features including proper securement of mobility aids and devices;
 - b. acceptable modifications to procedures in situations where temporary barriers exist or accessibility equipment on a vehicle fails; and
 - c. emergency preparedness and response procedures that provide for the safety of persons with disabilities.

5. GRAND RIVER CAB SUPERVISION

- 5.1 GRAND RIVER CAB will designate a person, in writing, to work directly with the County in carrying out the provisions of this work and to review the operation on a periodic basis to ensure the highest standards of customer service, and the greatest efficiency in the provision of service.
- 5.2 In conjunction with the above, GRAND RIVER CAB will ensure that supervisory staff are knowledgeable in the operation of the County Subsidized Transportation Program and are on duty during all scheduled hours of operation.

6. DRIVER QUALIFICATIONS AND DUTIES

- 6.1 GRAND RIVER CAB will engage an adequate number of trained drivers and ensure that they are appropriately licensed and qualified to participate in the provision of the service. GRAND RIVER CAB will provide a list of all drivers, which will be appended as Schedule D and shall provide evidence that the drivers hold a valid County of Brant Taxicab Drivers License.
- 6.2 GRAND RIVER CAB will ensure each driver that will be transporting Subsidized Transportation Clients has signed a confidentiality agreement and will provide a copy of the signed confidentiality agreement to the County.
- 6.3 GRAND RIVER CAB will allow the County to conduct an orientation session with the drivers as part of their training, upon request by the County.
- 6.4 GRAND RIVER CAB will provide the County representative with prior written notice of any change or substitution of any of its drivers at least seven (7) days in advance of the effective date. Any change in drivers is subject to approval by the County representative. GRAND RIVER CAB must obtain prior approval in writing from the County representative if unable to meet this minimum time requirement.
- 6.5 The responsibility for driver behaviour rests exclusively with GRAND RIVER CAB. GRAND RIVER CAB agrees to provide and supervise drivers to operate vehicles, in accordance with the terms and conditions included in the Subsidized

Transportation Program Guidelines attached as Schedule "E" and in accordance with all operational rules and/or regulations, as determined by the County of Brant from time to time.

- 6.6 The County reserves the right to remove drivers from service when in the opinion of the County it is in the best interests of passenger safety or quality of service, or for failure to comply with specified regulations or procedures. In the event of such action, the County will provide GRAND RIVER CAB with a written explanation, identifying the driver and the reasons for disqualification.

7. CUSTOMER COMPLAINTS

- 7.1 Passenger and other complaints regarding service operation reflect adversely on the County of Brant Subsidized Transportation Program, and GRAND RIVER CAB. It is in the best interest of both parties to minimize complaints concerning transportation services.
- 7.2 The County will review all complaints. Complaints will be documented and forwarded to GRAND RIVER CAB for investigation.
- 7.3 GRAND RIVER CAB shall designate a person to receive, review and log complaints and to ensure that all complaints are received, investigated and responded to within five (5) business days.
- 7.4 GRAND RIVER CAB must establish and maintain a standardized written customer complaint handling process in a form acceptable to the County.
- 7.5 The County will provide GRAND RIVER CAB with written notice of any customer complaint regarding the service.
- 7.6 GRAND RIVER CAB shall, within five (5) working days of receipt of notice of any complaint, respond in writing to the County identifying:
- a) if the complaint was well founded or not; and
 - b) if well-founded, the cause and the remedy for the specific problem, and the measures proposed to be instituted to prevent future occurrences; or if not well founded, a statement of the facts as known to GRAND RIVER CAB.

8. AUDIT PROCEDURE AND RECORDS

- 8.1 GRAND RIVER CAB shall provide monthly reports indicating the required data for the report month. In addition to these monthly reports, GRAND RIVER CAB shall keep such records as may be reasonably required by the County from time-to-time and assist the County in providing the reporting requirements of Provincial or Federal agencies, transit associations or similar bodies.
- 8.2 GRAND RIVER CAB shall report all accidents or situations involving vehicle collisions or passenger injuries in compliance with applicable legislation and to

the County immediately during regular business hours or if the accident or injury is after the County's regular business hours on the next business day.

8.3 The County may conduct regular audits of service including:

- a. on-time performance;
- b. driver courtesy;
- c. vehicle maintenance and records;
- d. vehicle cleanliness, care and comfort;
- e. safety of operations and facilities;
- f. fare security; and
- g. training records.

8.4 Notwithstanding the aforementioned and in addition to the information currently recorded, the contractor shall maintain driver logs or manifests that indicate scheduled pick up (or drop off) time and actual pick up and drop off time.

The monthly tracking shall include a summary of the number of trips:

- a. Actual vs. Scheduled Pick Up Time
 - i. Actual pick up time was 15 to 30 minutes past the scheduled pick up time; and
 - ii. Actual pick up time was greater than 30 minutes past the scheduled pick up time.
- b. Response Time for Same Day Trip Requests
 - i. Time of trip request and time of time pick up.

The contractor may be required to provide the County with any operation forms, which must be used to provide data and performance reports.



Subsidized Transportation Program Guidelines- Schedule E

December 1, 2017

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INTRODUCTION

General Statement

The policies and procedures set out in this document reflect the unique characteristics defining the Subsidized Transportation Program (STP).

The policies and procedures intend to balance the transportation needs of the individual Subsidized Transportation Client, the collective transportation needs of all Subsidized Transportation Clients, the demand for service expansion and the current economic realities, including the constraint on public funding.

The policies and procedures are subject to additions, deletions and amendments from time to time as considered appropriate by the County of Brant (County) in consultation with the Accessibility Advisory Committee.

Overview

The County of Brant STP is a pre-booked, door to door accessible transportation service for persons that have a permanent or temporary physical disability, intellectual challenge and such other disability as may be determined on application.

The County of Brant in consultation with the Accessibility Advisory Committee has final approval on all matters relating to the provision of the STP including service levels, budget expenditure/revenue, the terms and conditions upon which the service is to be operated and the eligibility criteria for Subsidized Transportation Clients.

Principals *(as per County of Brant POLICY NUMBER: AAC-001)*

1. The STP Provider will ensure that reasonable efforts are made to ensure the STP is delivered consistent with the following principles:
 - That service is provided in a manner that respects the dignity and independence of persons with disabilities.
 - The provision of services to persons with disabilities, and others, will be integrated unless an alternate measure is necessary, whether temporarily or permanently, to enable a person with a disability to obtain, use or benefit from the services.
 - Persons with disabilities will be given an opportunity equal to that given to others to obtain, use and benefit from the services.
 - Communication will be considered, in a manner that takes into consideration a person's disability.
 - Staff will receive appropriate training.

- Persons with disabilities, accompanied by a support person, will be permitted to be accompanied by that support person at no additional cost.
- Notice will be provided when services that persons with disabilities rely on are temporarily disrupted.
- A process will be established to allow people to provide feedback on how we are providing services to persons with disabilities.
- Persons with disabilities will be allowed to use their own personal assistive devices to obtain, use or benefit from the services offered by the County of Brant.

DEFINITIONS

No-Show

A “no-show” occurs when a Subsidized Transportation Client does not show up at a pickup point at the scheduled time noting an allowance of 10 minutes or when there is a trip cancellation made with less than one half hour notice.

Subscription Booking

A subscription booking is any trip request that is consistently required on a weekly basis (for the same day or days, same time and same destination) and can be automatically scheduled each week.

Support person

Any person, in relation to a Subsidized Transportation Client, who accompanies him or her in order to help with communication, mobility, personal care, medical needs or with access to services, any other accompanying person is deemed to be a companion

STP Provider

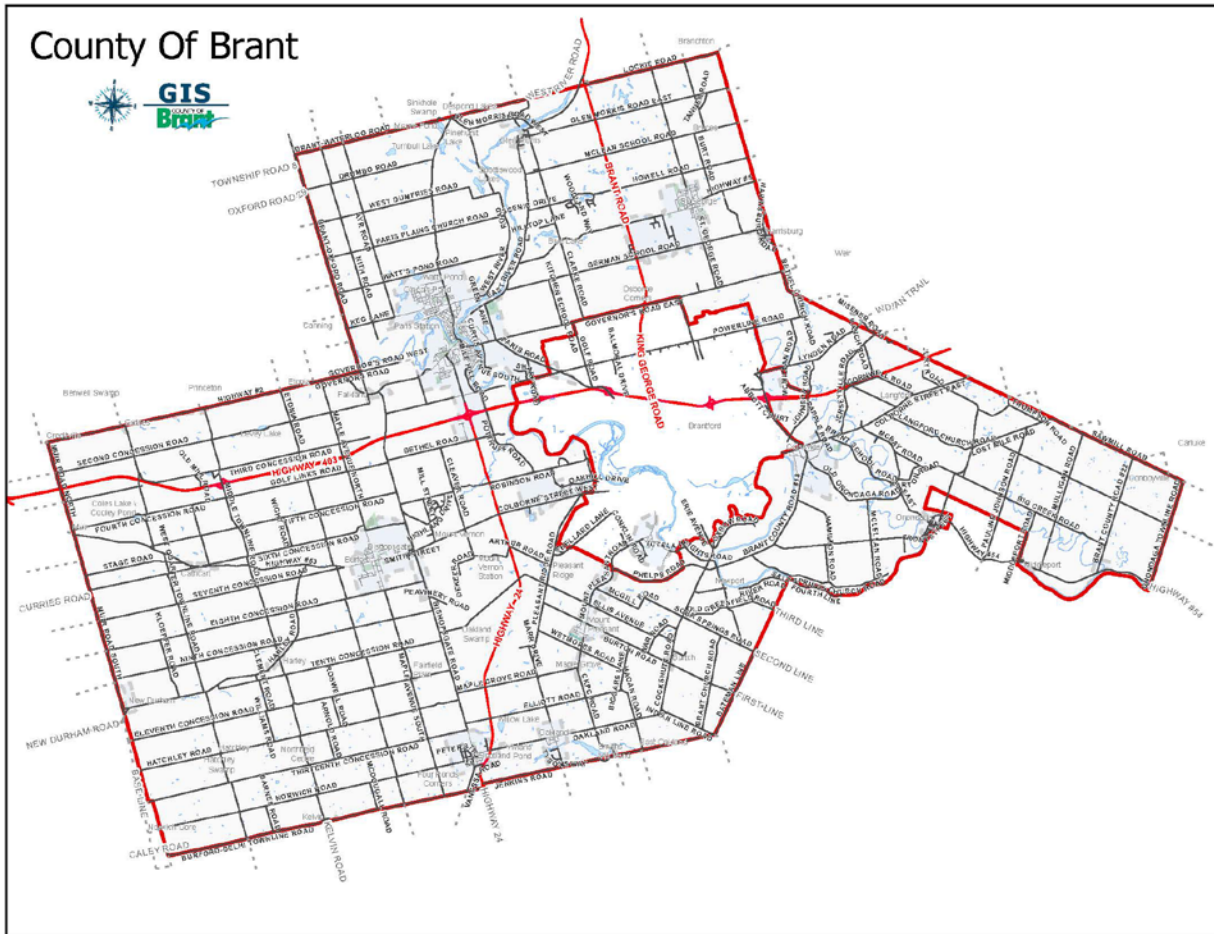
For the purpose of this agreement, means contracted provider.

Subsidized Transportation Client

Means a resident of the County of Brant who is deemed eligible to participate in the Subsidized Transportation Program by the County and may include a non-resident of the County, visiting the County for a short period of time who has received County approval to permit access to the STP for the duration of the visit.

SERVICE AREA

The current service area includes the municipalities of the County of Brant and City of Brantford as illustrated below. The STP Provider shall ensure that all trip origins and destinations are located within the service area. (include new map)



SERVICE HOURS

The STP Provider shall provide the STP 24 hours daily, every day of the year.

TRIP RESTRICTIONS

No STP provider shall limit the availability of service to Subsidized Transportation Clients by restricting the number of trips a Subsidized Transportation Client is able to request or implementing any policy or operational practice that unreasonably limits the availability of STP.

ONE HOUR TRIP LIMIT

It is intended that a Subsidized Transportation Client will not be scheduled to be in a vehicle more than (1) hour for a one-way trip. If the trip will exceed an hour in duration, the STP Provider shall not provide service without written approval of the County.

ELIGIBILITY

The STP Provider shall provide service to all persons providing identification issued by the County indicating that they are a Subsidized Transportation Client.

Eligibility for the STP is determined by the County representative. The STP is available to any person with a permanent or temporary physical or intellectual disability and that is a resident or visitor of the County of Brant, upon approval by the County representative and subject to verification of these conditions by a competent member of the medical profession.

Applicants considered ineligible will be advised accordingly. A decision of ineligibility may be appealed to the Council of the County of Brant, who will be the final arbiter on questions of eligibility.

Registration of Subsidized Transportation Clients will be renewed by the County every 2 years to remain eligible for STP program. In addition to the 2-year renewal process, the County may also review Subsidized Transportation Client eligibility from time to time. It is the responsibility of the STP Provider to ensure that the Subsidized Transportation Client provides identification for each trip indicating that their eligibility is current and valid.

BOOKINGS, CANCELLATIONS AND NO SHOWS

Requirement to Book in Advance

STP Clients are instructed to pre book rides by 1:00 pm the day before the trip is required to best be accommodated. The STP Provider shall provide same day service if the STP Provider is able to accommodate the request or the transportation is required to attend a medical appointment. If a same day booking does occur, the Provider is to remind the Client about the pre booking requirement. If there is a second request for same day booking from a Client, the Provider is to inform the Program Administrator.

Subscription Bookings

The STP provider shall permit Subsidized Transportation Clients who travel on a regular pre-determined basis to and/or from a destination such as work or post-secondary school or certain medical purposes to make a subscription booking that can be automatically scheduled each week.

Trip Cancellations

Given the high demand for the service, it is critical for Subsidized Transportation Clients to call and cancel any trips they do not require as soon as they are aware it will not be required.

Any trip that has been cancelled by the Subsidized Transportation Client will not be charged to the County by the STP Provider.

Scheduled trips not cancelled at least 30 minutes before the scheduled pick up time shall be recorded as a “no-show” by the STP Provider and reported to the County. Excessive “no-shows” will result in suspension.

No-Shows

The STP Provider shall ensure that the following procedure is applied with respect to no-shows.

- At time of no-show, driver must make his/her presence known (knocking, buzzing) and make sure the vehicle is parked in a place visible by the entrance of the pickup location
- The driver will indicate on the driver’s sheet each no-show that occurred for the respective Subsidized Transportation Client

Warning – First Notice

- The STP Provider shall notify the County with respect to any Subsidized Transportation Client that has three recorded “no-shows” within any two month period to enable the County to send a letter requesting improvement and inviting a response.

Warning – Second Notice

- Should any Subsidized Transportation Client’s record of “no-shows” continue the STP Provider shall notify the County so that a second letter can be sent advising that any further record of “no-show” will result in a review by the County for the purpose of considering suspension of the Subsidized Transportation Client’s registration and inviting a response.

PICK UP, DELAYS AND WAIT TIMES

Delays

Every STP provider shall provide information on the duration of service delays to affected Subsidized Transportation Clients by a method agreed to by the County. For the purposes of this section, a service delay is a delay of 15 minutes or more after the scheduled pick-up time. This section does not apply in respect of delays in service that arise during the trip.

Time of Pick up

The STP Provider will knock or buzz when they arrive at a residence unless otherwise requested by the Subsidized Transportation Clients. Earliest pick up time an STP provider shall be allowed to arrive at a pick-up point is 15 minutes before the schedule pick-up time.

Waiting Time

The STP Provider shall not record a trip as a “no show” where the STP Provider does not arrive within thirty minutes of the scheduled and confirmed pick-up time. If a Subsidized Transportation Client does not wish to wait any longer than 15 minutes, they are asked to call and inform the STP Provider and the STP Provider shall not record the call as a “no show”.

Leaving Pick up Point

When a Subsidized Transportation Client is not at the designated pick-up area, drivers shall not leave a pick-up point until they have waited five minutes past the pick-up time.

Pick up Point Multi Access Facilities

For some locations with more than one entrance, the STP Provider will advise the Subsidized Transportation Client which entrance has been designated for pick up and drop offs.

Notwithstanding the above, special arrangements may be made at the time of booking for an alternate drop-off or pick-up location as long as the alternate location provides for the safety of the Subsidized Transportation Client and may be used by STP vehicles without violating parking or similar regulations.

Where there is no designated pick-up location at a multi access facility, the STP Provider should ensure that the pick-up location is arranged at the time of booking.

ASSISTIVE DEVICES *(as per County of Brant POLICY NUMBER: AAC-001)*

1. The STP Provider will allow Subsidized Transportation Clients to use their own personal assistive devices to obtain, use or benefit from the STP.
2. Should a Subsidized Transportation Clients be unable to access the STP through the use of their own personal assistive device, the STP Provider will notify the County representative and will assist with the following measures:
 - Determining if service or facility is inaccessible, based upon individual requirements,
 - Reviewing service delivery and potential service options to meet the needs of the individual,
 - Notifying the Subsidized Transportation Client of alternative service and how they can access the service, temporarily or on a permanent basis.

SUPPORT PERSON (as per County of Brant POLICY NUMBER: AAC-001)

The County may permit and/or require certain Subsidized Transportation Clients to be accompanied by a support person.

1. The STP Provider will allow Subsidized Transportation Clients to be accompanied by a support person.
2. The County of Brant reserves the right to require that a Subsidized Transportation Client be accompanied by the support person when using the STP, but only if the support person is necessary to protect the health or safety of the Subsidized Transportation Client or the health or safety of other persons in the vehicle.

SUPPORT PERSON FARES

1. The STP provider shall not charge a fare to a support person who is accompanying a Subsidized Transportation Client where the client has a need for a support person.
2. It is the responsibility of the Subsidized Transportation Client to demonstrate to County their need for a support person to accompany them and to ensure that the appropriate designation for a support person is in place.

COMPANIONS AND CHILDREN

1. Every STP provider shall allow companions to travel with Subsidized Transportation Clients provided the Subsidized Transportation Client advises of the number of companions at the time of booking, there is space available and accommodating the request will not result in the denial of service to other Subsidized Transportation Clients.
2. Every STP provider shall allow dependants to travel with a Subsidized Transportation Client who is the parent or guardian of the dependant if appropriate child restraint systems and equipment are, if required, available.

SERVICE ANIMALS (as per County of Brant POLICY NUMBER: AAC-001)

1. For the purpose of this policy, a 'service animal' is defined as either:
 1. A "guide dog," as defined in section 1 of the *Blind Persons Rights' Act*, or
 2. A "service animal" for a person with a disability as defined in Ontario Regulation 429/07 Section 4If it is readily apparent that the animal is used by the Subsidized Transportation Client for the reasons relating to his or her disability; or if the person provides a letter from a physician or nurse or authorized agency confirming that the person requires the animal for reasons relating to the

disability, the STP Provider shall allow the animal to accompany the Subsidized Transportation Client.

STP PROVIDER RESPONSIBILITIES

Door to Door Service

The STP Provider shall ensure that drivers assist Subsidized Transportation Clients from “door to door” and ensure that the Subsidized Transportation Client is safely inside the door at the destination. The STP Provider shall ensure that drivers do not enter a Subsidized Transportation Client’s residence. The Subsidized Transportation Client is responsible for ensuring there is an attendant available at the destination if required.

Assistance (Steps and Ramps)

The STP Provider shall ensure that drivers provide assistance to Subsidized Transportation Clients upon request, if the assistance can be provided in a safe and effective manner for both the client and the driver.

Responsibility for Operation of the Vehicle

The STP provider at all times is responsible for the safe and effective operation of the vehicle. This includes operating speeds and routing (consistent with driver schedule) passenger health, comfort and safety.

Use of Lifts

Drivers may, upon request, operate a lift at Subsidized Transportation Client’s residence.

Packages-Assistance

The STP Provider is not required to assist with groceries or similar packages exceeding 20 pounds.

Vehicles Unattended

At no time are the vehicles to be left unattended while Subsidized Transportation Clients are in the vehicle unless the STP Provider is assisting another Subsidized Transportation Client to the entrance and the vehicle is in sight and in close proximity.

Refueling of Vehicles

The STP Provider shall ensure that vehicles are not refueled while the Subsidized Transportation Clients are in the vehicle.

No Smoking

The STP Provider shall ensure that “no smoking” signs are installed in a visible location on each vehicle and shall ensure that smoking is not permitted in the vehicles.

Subsidized Transportation Clients Requiring Oxygen

The STP Provider shall ensure that any oxygen system require by Subsidized Transportation Clients is appropriately secured while in transit.

Subsidized Transportation Clients with Scooters

The STP Provider shall grant the Subsidized Transportation Clients the option to use a non-accessible STP vehicle as long as it is physically possible for the Subsidized Transportation Client to do so with minimal assistance from driver.

Wheelchairs and Other Equipment

The STP Provider can deny service to any Subsidized Transportation Client for the following safety reasons:

1. the wheelchair or assistive device, in the opinion of the STP provider, cannot be accommodated safely on the lift or in the vehicle;
2. the wheelchair or assistive device cannot be completely controlled by the Subsidized Transportation Client and they are not accompanied by a person who can provide assistance;
3. the wheelchair or assistive device in the opinion of the STP Provider, is in an unsafe condition.

STP PROVIDER CODE OF CONDUCT

The STP Provider is responsible for supervising all drivers and for ensuring drivers comply with the following Code of Conduct. Driver behaviour that is contrary to the safe, effective and efficient delivery of the service will not be tolerated. This includes but is not limited to inappropriate conduct with Subsidized Transportation Clients, unsafe driving practices, unsafe boarding, securement and exiting of vehicle, inappropriate language, and/or general rowdiness.

The STP Provider shall ensure that all; drivers adhere to all policies, procedures and/or rules governing the provision of the program. For greater clarification and without limiting the generality of the foregoing, the following will apply with respect to driver behaviour.

- At all times drivers are to conduct themselves as professional transportation providers. This includes, but is not limited to, maintaining a good service attitude, being well-groomed, polite and considerate of the public, and avoiding conflict and/or confrontation with Subsidized Transportation Clients and support persons by using effective communication skills.
- At all times, drivers are to ensure the safety of Subsidized Transportation Clients while the vehicle is in service. This includes, but is not limited to, being alert and

well rested at all times, making the use of good defensive driving techniques, ensuring no illegal drugs or alcohol is in their system while on duty, and avoiding the use of prescription medications that may impair judgment and/or motor skills.

- Drivers shall not smoke in the vehicle
- Drivers will not distribute literature or other such items in the vehicles, without the prior approval of the County of Brant.
- Drivers will be personable with Subsidized Transportation Clients but not personal. This includes, but is not limited to, not asking personal questions or giving personal information about themselves or others, not encouraging or initiating flirtations with Subsidized Transportation Clients, telling or encouraging others to tell jokes with sexual, racial, ethnic or gender connotations, and gossiping or making negative comments about Subsidized Transportation Clients, office staff, management, other drivers, contractors or others.

SERVICE DISRUPTION (as per *County of Brant POLICY NUMBER: AAC-001*)

1. If there is a temporary disruption in STP services in whole or in part, the STP provider shall notify the County of Brant who shall assist in giving notice of the disruption to the public as required by the County.
2. If required by the County, the STP Provider shall give notice of the disruption which includes information about the reason for the disruption, its anticipated duration and a description of alternative facilities or services, if any, that are available.

ACCESSIBILITY TRAINING

STP Providers shall conduct employee and volunteer accessibility training in accordance with O. Reg. 191/11, s. 36 (1) and in consultation with the County of Brant Accessibility Coordinator on a yearly basis.

The accessibility training shall include training on:

- (a) The safe use of accessibility equipment and features;
- (b) Acceptable modifications to procedures in situations where temporary barriers exist or accessibility equipment on a vehicle fails; and
- (c) Emergency preparedness and response procedures that provide for the safety of persons with disabilities.

STP providers shall keep a record of the training provided under this section, including the dates on which the training is provided and the number of individuals to whom it is provided and provide a copy of the record upon request by the County.

FEEDBACK PROCESS (as per County of Brant POLICY NUMBER: AAC-001)

1. The STP provider shall assist the County in receiving and responding to feedback about the STP program and shall make information about the process readily available to the County for public use.
2. The STP provider will accept feedback from Subsidized Transportation Clients in person, by telephone, in writing, or by electronic text, by e-mail, on diskette or otherwise and forward this information to the County.

CUSTOMER RESPONSIBILITY

Customer Behaviour

Subsidized Transportation Clients are expected to conduct themselves in a manner respectful of other Subsidized Transportation Clients, the driver and the safe delivery of service.

The STP Provider shall report to the County any Subsidized Transportation Client's behaviour that is disruptive to the delivery of the service or other Subsidized Transportation Clients which includes but is not limited to vandalism, inappropriate language, general rowdiness and interference with other Subsidized Transportation Clients or the driver.

The STP Provider shall ensure that Subsidized Transportation Clients adhere to the following policies, procedures and rules governing the provision of service.

- Subsidized Transportation Clients are to remain seated while vehicle is in motion.
- Subsidized Transportation Clients are to present the proper fare to the driver.
- Drivers will retrieve fares that are attached to mobility devices provided they are readily accessible.
- Subsidized Transportation Clients are to adhere to driver instructions regarding boarding and exiting vehicle.
- Subsidized Transportation Clients requiring support persons, as confirmed by the County must ensure the support person is present for all trips on the service.
- Subsidized Transportation Clients shall not smoke in the vehicle.
- The number of parcels, luggage etc. is limited to that which can be accommodated by the Subsidized Transportation Client without assistance.
- Subsidized Transportation Clients are prohibited from interfering with the operation of the vehicle including all ancillary equipment attached to the vehicle, e.g. radio, lift equipment etc.

- Subsidized Transportation Clients will not distribute literature, or other such items, on the vehicles.
- Subsidized Transportation Clients must be appropriately attired when using the service.

Subsidized Transportation Client's conduct/behaviour that is contrary to these policies will not be tolerated and could result in the Subsidized Transportation Client being suspended from the service.

Incidents that are contrary to the above are to be reported to the County of Brant by the STP Provider.

SUSPENSION FROM SERVICE

Unless otherwise specified, if after a warning any Subsidized Transportation Client does not abide by the policies as set out in this document, the County will give consideration to the suspension of the Subsidized Transportation Clients registration. The following outlines the four stage process for suspension of the Subsidized Transportation Client's registration.

- I. Letter of warning
- II. 1 week suspension
- III. 2 week suspension
- IV. 1 month suspension

Subsidized Transportation Clients that have had their registration suspended will have the right of appeal of the suspension by request in writing to the County within 10 days of receipt of the notice of the suspension.