



BOARD OF DIRECTORS MEETING

June 28, 2024

10:00 A.M.

In-Person/ZOOM

AGENDA

Approval of Agenda

Approval of Minutes

May 24, 2024

OLD BUSINESS

NEW BUSINESS

1. Financial Reports
2. Oats Contract/New Growth Transit Contract
3. In-Home Contracts
4. Legal Contract Renewal
5. Nominating Committee Appointments

Director's Report

Board Member County Reports

Executive Session

Call to Order

Vote to close part of this meeting pursuant to Section 610.021 of the Revised Statutes of Missouri relating to:

1. Legal actions, causes of action or litigation involving the agency and any confidential or privileged communication between the agency and its representatives and its attorneys.
2. Leasing, purchase, or sale of real estate where public knowledge might adversely affect the amount paid in the transaction.



**BOARD OF DIRECTORS MEETING
May 24, 2024**

A meeting of the Board of Directors of Care Connection for Aging Services was held on May 24, 2024, at the Care Connection conference room. Janelle Segari, Vice-Chairman, called the meeting to order at 10:00 a.m.

Board members present and comprising a quorum were: Terri Bradley, Janelle Segari, Elaine Paxton, Joe Aull via conference call, Stacey Hutton and Pam Fidler on Zoom.

Board Members Absent: Marti Berlin, Judy Stephens, and Susie Bliss

Staff present: Wendy Martin, Cheryl Munsterman, Angela Scroggins, Eric Messer and Christina Kanak via Zoom.

Guests present: None

AGENDA

A motion was made by Joy Guymon to approve the agenda, seconded by Elaine Paxton. The motion unanimously passed.

MINUTES

A motion was made by Joy Guymon to approve the minutes of April 26, 2024, meeting, with the change to remove Janelle Segari from attendance, seconded by Janelle Segari. The motion unanimously passed.

OLD BUSINESS

NEW BUSINESS

Financials Statements

Cheryl Munsterman reported on the financial reports for March 2024. Copies attached and made a part hereof. Elaine Paxton made the motion to accept the financial statements as presented, seconded by Joy Guymon. The motion unanimously passed.

Meal Contract-Carrollton Hospital

Christina Kanak reported that we currently have a meal contract with the Carroll County Memorial Hospital to serve home delivered meals to area participants.

The price per meal currently is \$5.90. The hospital has asked for an increase to \$7.00 per meal effective May 1, 2024. Wendy Martin recommended to increase per cost meal. Joy Guymon made the motion to accept the increase per meal cost, seconded by Elaine Paxton. The motion unanimously passed.

RFP Results

Eric Messer reported on the bids from several food vendors. Based on Eric Messer's findings, Eric recommends that we continue with Springfield Grocer and Grave's Foods. The motion to accept the bids from Springfield Grocer and Grave's Food was made by Janelle Segari, seconded by Elaine Paxton. The motion passed unanimously.

Silver Haired Delegation Approval


Christina Kanak proposed that the individuals that have more than one person (s) in the same county serve as alternatives in other counties per the state bylaws, so an election did not have to be held due to not having a full delegation. Joy Guymon made the motion to accept the alternative to serve counties that they do not live in per state bylaws, seconded by Janelle Segari. The motion unanimously passed.

Director's Report

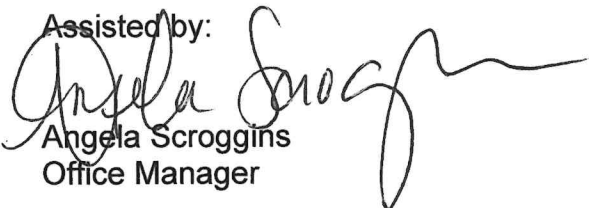
Wendy Martin reported on several items.

A motion was made by Janelle Segari to adjourn the regular meeting at 11:30 A.M., seconded by Joy Guymon. The motion unanimously passed.

Respectfully submitted by:


Susie Bliss
Secretary

Assisted by:


Angela Scroggins
Office Manager

CARE CONNECTION FOR AGING SERVICES
CONSOLIDATED BALANCE SHEET
PERIOD ENDING 4/30/2024

Assets	
Cash	\$5,460,539
Acct. Receivable	\$1,326,961
Inventory	\$68,469
Prepays	<u>\$73,054</u>
TOTAL ASSETS	<u><u>\$6,929,023</u></u>
Liabilities and Net Assets	
Accounts Payable	\$285,606
Advance	\$14,868
Accrued Payroll Expenses	\$246,243
Accrued Other Expenses	\$0
TOTAL LIABILITIES	<u>\$546,717</u>
Unrestricted Net Assets	\$5,916,206
Restricted Assets-Temporarily	\$3
Revenues Over (Under) Expenditures	<u>\$466,096</u>
TOTAL NET ASSETS	<u><u>\$6,382,306</u></u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$6,929,023</u></u>

**Care Connection for Aging Services
Revenue/Expenditure Summary
Month Ending 4/30/2024**

	Curr. Month Actual	Curr. Month Budgeted	Variance Bdg-Actual	YTD Actual	YTD Budgeted	Variance Bdg-Actual	Target Budget	YTD Actual 4/30 SFY23	Change from SFY23 YTD
Grant Revenue	\$426,375	\$429,314	(\$2,939)	\$4,268,143	\$4,293,135	(\$24,992)	\$5,151,762	\$4,498,063	(\$229,920)
Program Income	55,990	49,902	6,088	528,469	499,018	29,451	598,821	520,063	8,406
Contracted Services	3,545	6,938	(3,393)	48,625	69,376	(20,751)	83,251	71,242	(22,617)
Special Events	33,778	40,097	(6,319)	319,541	400,968	(81,427)	481,161	244,345	75,196
Contributions	26,646	29,679	(3,033)	274,935	296,789	(21,854)	356,147	287,445	(12,510)
Interest Income	417	93	324	5,426	929	4,497	1,115	977	4,449
Other Revenue Sources	160,607	206,664	(46,057)	1,298,177	2,066,639	(768,462)	2,479,967	1,004,701	293,476
In-Kind	153,141	100,886	52,255	993,769	1,008,858	(15,089)	1,210,630	884,050	109,719
TOTAL REVENUE	\$860,499	\$863,573	(\$3,074)	\$7,737,085	\$8,635,712	(\$898,627)	\$10,362,854	\$7,510,886	\$226,199

	Curr. Month Actual	Curr. Month Budgeted	Variance Bdg-Actual	YTD Actual	YTD Budgeted	Variance Bdg-Actual	Target Budget	YTD Actual 4/30 SFY23	Change from SFY23 YTD
Personnel & Fringe	\$344,284	\$390,333	\$46,049	3,155,726	\$3,903,331	\$747,605	\$4,683,997	3,270,342	(\$114,616)
Travel	15,559	14,416	(1,143)	114,579	144,157	29,578	172,988	93,919	20,660
Building/Utilities/Phone	51,833	57,443	5,610	538,823	574,430	35,607	689,316	514,067	24,756
Printing/Supplies/Office	11,175	19,978	8,803	124,864	199,783	74,919	239,739	87,473	37,391
Equipment & Professional Fees	51,641	61,921	10,280	452,774	619,213	166,439	743,055	367,794	84,980
Raw Food	85,528	84,381	(1,147)	837,115	843,808	6,693	1,012,569	951,988	(114,873)
Food Service Supplies	6,450	7,343	893	61,446	73,426	11,980	88,111	66,841	(5,395)
Home Delivered Meal Costs	13,747	17,278	3,531	169,877	172,782	2,905	207,338	184,321	(14,444)
Other Costs	38,667	38,047	(620)	299,300	380,469	81,169	456,563	264,145	35,155
Contractual-Outside Provider	42,260	64,924	22,664	522,716	649,243	126,527	779,092	400,393	122,323
In-Kind	153,141	101,512	(51,629)	993,769	1,015,123	21,354	1,218,147	884,051	109,718
TOTAL EXPENDITURE	\$814,285	\$857,576	\$43,291	\$7,270,989	\$8,575,765	\$1,304,776	\$10,290,915	\$7,085,334	\$185,655
Rev. over (Under) Expenditures	\$46,214	\$5,997	\$40,217	\$466,096	\$59,947	\$406,149	\$71,939	\$425,552	\$40,544

Wage Exp overage +450,760
PAR/CV/NGT overage +8,000
Cong Misc Expense overage +10,000
HDM Misc Expense overage +35,000

More Realistic Gain/Loss Expected 575,699

HOME

Consolidated Totals Actual Per Meal Breakdown FY 2024							
	Cong Program Income	HDM Program Income	Raw Food	Cooks' Wages	Meal Supplies	HDM Packaging	HDM Delivery
Budget	4.12	0.82	2.25	2.62	0.12	0.45	0.35
July	4.46	0.91	2.45	1.59	0.07	0.54	0.34
August	4.66	0.98	2.49	2.31	0.11	0.54	0.41
September	4.39	0.96	2.40	2.71	0.07	0.42	0.46
October	4.42	1.08	2.48	2.34	0.10	0.42	0.41
November	4.61	0.94	2.15	2.43	0.12	0.48	0.43
December	4.74	0.94	2.50	2.46	0.13	0.54	0.38
January	4.81	0.88	2.57	2.33	0.06	0.49	0.37
February	4.45	0.90	2.84	2.57	0.10	0.47	0.38
March	4.61	0.99	2.05	2.44	0.07	0.41	0.36
April	4.82	0.87	2.37	2.36	0.11	0.38	0.33
May							
June							
YTD Average	4.59	0.95	2.43	2.35	0.10	0.47	0.39

Consolidated Totals Units - Budget Vs. Actual				
	Cong Program Units	HDM Program Units	Medicaid Units	Total Units
Budget	8677	15910	13786	38373
July	7873	13508	12728	34109
August	8917	15448	12879	37244
September	7751	13475	11748	32974
October	8877	16100	12268	37245
November	7961	15598	11643	35202
December	7429	15136	12020	34585
January	6944	15564	11903	34411
February	8456	15901	11513	35870
March	8508	16039	12298	36845
April	8503	16385	12148	37036
May	0	0	0	0
June	0	0	0	0
YTD Average	8122	15315	12115	35552

BID COVER SHEET
DISTRICT III AREA AGENCY ON AGING
DbA/CARE CONNECTION FOR AGING SERVICES

Enclosed please find a Request for Transportation (RFP). Request is due back to Care Connection by **June 1, 2024**.

- 1). The undersigned, in response to your requests for proposal, having examined the specifications, hereby propose to perform the service(s) in accordance with the RFP requirements, specifications, and standards at the price stated on the bid form.
- 2). The undersigned, upon notice of RFP award, will begin service on July 1, 2024.
- 3). The undersigned understands and agrees that Care Connection for Aging Services reserves the right to reject any and all RFP.
- 4). The undersigned understands and agrees that Care Connection for Aging Services reserves the right to negotiate any and all RFPs and that all funding is subject to change, and there is no minimum or maximum guaranteed under this RFP.

TOTAL BID REQUEST FOR ALL SERVICES \$ 225,000

AGENCY (Legal Name) OATS, Incorporated

ADDRESS 2501 Maguire Blvd., Ste. 101, Columbia, MO 65201

TELEPHONE NUMBER 573-443-4516

FEDERAL ID# 43 1016961

SIGNATURE OF AUTHORIZED AGENT *Dorothy Geager*

TITLE: Executive Director DATE: 5/31/24

This agreement may be extended for two (2) additional one (1) year periods upon consent of the parties.



FY 2025 Care Connection for Aging Services

OATS, Incorporated d/b/a OATS Transit is proposing area-wide and senior center services for the entire thirteen-county service area. Both are bid at a per unit rate by distance of service: In Town, ambulatory and wheelchair; County/Adjacent County, ambulatory and wheelchair; and Long Distance. Area-wide rider contributions help fund this service. The estimated donation level according to past years is estimated at \$25,000 per year. Clients are provided donation envelopes to send these funds directly to Care Connection.

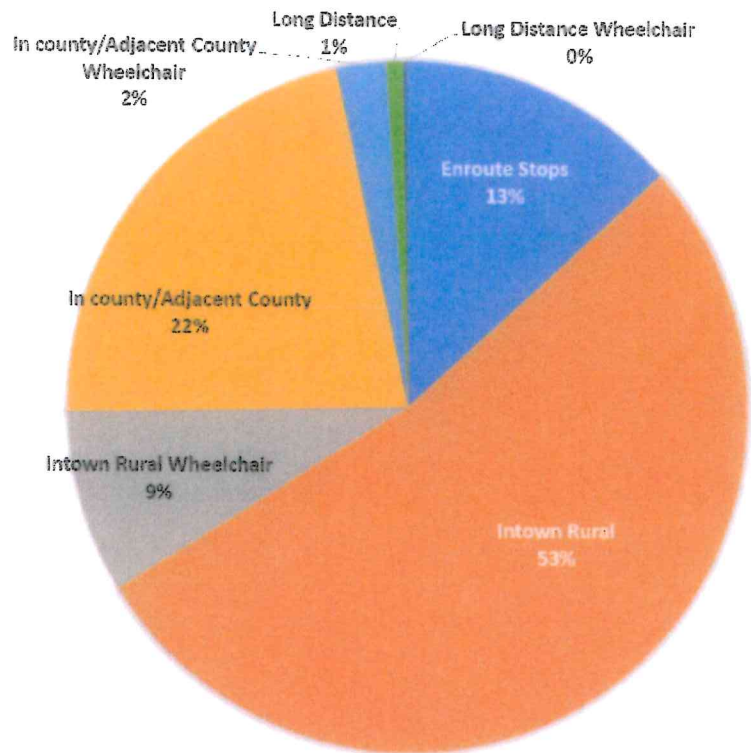
Rates are increased in FY25 due to continuing increases in labor costs (wages and benefits) and the increases in all goods and services due to inflation.

While OATS Transit strives to keep the service levels at a steady rate, be aware circumstances beyond our control could cause us to reduce service. To help contain costs and maintain core service levels, we are maintaining a 10% cap on unreimbursed enroute stops on monthly area-wide service units. Care Connection will be billed for enroute stops that exceed the 10% cap.

The current estimated units provided for Care Connection is as follows:

FY24	17,736	Area-Wide Service	Based on monthly average of 1,478 units July-April
	3,624	Nutrition Service	Based on monthly average of 302 units July-April
	21,360	Total Units of Service	19,627 are Billable Units

Types of Trips



PROPOSED UNIT RATES FOR FY25

Service	Estimated # of Trips	Unit Rate	Total
Billable Enroute Stops	1,092	\$ 9.50	\$10,374
In-Town Ambulatory	11,239	\$ 9.50	\$106,770
In-Town Wheelchair	1,816	\$11.00	\$19,976
In-County/Adjacent County AMB	4,660	\$15.00	\$69,900
In-County/ADJ. County WC	500	\$19.85	\$9,925
Long Distance	320	\$27.00	\$8,640

Budget Worksheet

Direct Operating Expense			
Driver Wages	\$242,730	43%	
Dispatcher / Mechanic Wages	\$17,933	3%	<i>Total Cost to Provide</i>
Driver/Dispatcher Benefits	\$57,711	10%	<i>Care Connection Service:</i>
Fuel	\$69,264	12%	\$565,000
Tires	\$6,812	1%	<i>Care Connection</i>
Other Materials/Supplies/Driver Exp	\$5,159	1%	<i>FY25 Contract:</i>
IT - Scheduling & MDT	\$7,847	1%	\$225,000
Vehicle Repair, Maint. & Supplies	\$37,640	7%	
Vehicle Insurance	\$32,766	6%	<i>Donations Accepted</i>
Licensing & Taxes	\$738	0%	<i>By OATS:</i>
Total Operating Expenses	\$478,602		\$200.00
 Direct Regional Support <i>(scheduling, records, phone, etc.)</i>	 \$56,398	 10%	 <i>Balance Subsidized by OATS with Local & Federal Funding:</i>
			 \$339,800
 Home Office Allocation <i>(AP, AR, Payroll, Administration)</i>	 \$30,000	 5%	
 Total Expenses	 \$565,000		

Part One – OATS Transit’s Response to the General Contractual Requirements

OATS, Inc. respectfully submits this proposal to be your transportation solution for eligible individuals 60 years of age and older and persons with disabilities who are transportation disadvantaged due to physical limitations, cost and/or accessibility. We appreciate the opportunity to provide this proposal for your consideration and hope we are the successful bidder.

Name, address and phone number of the bidder’s main office and satellite office (section 2.2 of the General Contractual Requirements):

Main Office and Billing Office

OATS, Incorporated
Dorothy Yeager, Executive Director
2501 Maguire Blvd., Ste. 101
Columbia, MO 65201
Telephone: 573-554-5901
Fax: 573-874-1914
Email: dorothy@oatstransit.org

OATS’ Satellite Office

Midwest Regional Office
Tracy Walkup, Regional Director
107 West Pacific
Sedalia, MO 65301
Telephone: 660-827-2611
Fax: 660-827-2664
Email: twalkup@oatstransit.org

Brief History of OATS

OATS, Inc. is a private not-for-profit corporation organized under the laws of the State of Missouri on December 28, 1973 to provide transportation service to the elderly, persons with disabilities and the rural general public who reside in 87 of Missouri’s 114 counties. The company originated as a cooperative in 1971 to provide transportation disadvantaged individuals an accessible means of service so they could maintain their independent living environments. It has evolved from its original operation in eight counties into the largest such enterprise in the United States. OATS’ 87 county operation is broken down into seven service regions. The service specified in this proposal would be provided through OATS Midwest Region. The service provided is door-to-door with advance reservation. Specialized assistance is available as needed.

Senior citizens and persons with disabilities use the service to access nutrition, medical care, essential shopping, business, civic affairs, and recreational activities. These individuals often have no other means of transportation due to their income level, physical limitations, or lack of accessibility. A lack of transportation services causes these people to become isolated and often forces withdrawal from society. OATS’ personalized, door-to-door service provides the transportation disadvantaged seniors, disabled persons and the rural general public with safe and reliable mobility.

OATS has operated for a number of years under contracts with the Department of Mental Health, Missouri Department of Transportation, Division of Family Services and five Area Agencies on Aging to provide services on a subscription or advanced reservation basis. Service in the Midwest Region has been primarily funded by Care Connection for Aging Services, the MO Non-Emergency Medical Transportation Program for Medicaid recipients and federal Section 5311 funding administered by MoDOT.

The overall satisfaction of riders and funding agencies with the quality of OATS service is reflected in the growth of the organization and the length of time during which agencies have repeatedly contracted with OATS to provide transportation service, in many instances for over fifty years.

OATS Transit's Legal Status

OATS, Inc., is a private not-for-profit corporation governed by a 16-member volunteer Board of Directors. Three of the Board members are from the Midwest Region: Jeff Leeman of Sedalia, Tammy Nadler of Clinton and Stacey Steffens of Alma.

The Annual report and good standing status for OATS Transit can be found online at the Secretary of State's web page by going to the link below and entering OATS, INCORPORATED in the search box:
<https://www.sos.mo.gov/BusinessEntity/soskb/csearch.asp>.

The Board of Directors hires and supervises an Executive Director who is charged with day to day operation of the company under policies and procedures established by the Board. The individual authorized to enter into agreements for service per Board of Directors action is Dorothy Yeager, Executive Director. Included as Attachment A is a copy of the Board resolution reflecting Board approval of execution of contracts and other agreements with Care Connection.

Coordination

As part of the federal grant request process, each year OATS Transit publishes a notice of public hearing in newspapers across the state and mails notifications to other transit providers and recipients of federal funds. OATS also works with the Regional Planning Commissions (including Green Hills, Kaysinger Basin and Pioneer Trails) in its service region to assure inclusion of transportation in their Human Services & Transportation Plans.

Following is our response to specific requirements listed in the Request for Proposal.

Invoices and Reports (section 7 of the General Contractual Requirements) – Invoices are developed from computerized daily trip information providing all relevant trip detail. Billing is based on number of units provided in each of the Service Types, including Enroute Stops over the 10% cap, less any donations OATS Transit receives.

Confidentiality (section 11 of the General Contractual Requirements) – OATS Transit will assure that no information obtained from or about a service recipient which is in our possession shall be disclosed in an identifiable form without the informed consent of the individual, except as required for administrative or program monitoring purposes and then only to designated employees of the MO Dept. of Health and Senior Services, Care Connection, the US Dept. of Health and Human Services or as directed by a court order issued by a court of competent jurisdiction.

Non-Discrimination (section 18 of the General Contractual Requirements) – OATS Transit maintains an Affirmative Action Plan that is updated annually. We also have a 3-year Title VI Plan that is filed with the Missouri Department of Transportation.

Authorized Personnel (section 21 of the General Contractual Requirements) – OATS Transit does an extensive background check on all employees immediately following an offer of employment and, in the case of drivers, results must be received and vetted before they are allowed to drive passengers. Those checks include criminal background, the Sex Offender Registry, the Office of Inspector General's Exclusion List, the Specially Designated Nationals list maintained by the US Dept. of Treasury, and e-Verify. All employees are registered in the Family Care Safety Registry, which is then checked annually. All drivers have their license checked twice each year to monitor driving record.

Key Personnel (section 22 of the General Contractual Requirements) – Transportation services will be the direct responsibility of the OATS Transit Midwest Regional Director Tracy Walkup (660) 827-2611, with support from OATS Transit home office staff (primarily Executive Director Dorothy Yeager - 573-554-5901). Office hours for both are Monday-Friday, 8 AM to 5 PM.

Liability (section 24 of the General Contractual Requirements) – Certificates of Insurance are routinely provided to Care Connection in compliance with our contract. Included as Attachment B are certificates for liability coverage, worker’s compensation and director’s & officers insurance.

Bonding (section 25 of the General Contractual Requirements) – OATS Transit maintains a fidelity bond which covers loss of money, merchandise or other property when such loss is due to employee dishonesty. This is a blanket bond that covers all employees. Limit of insurance for this bond is \$1,800,000 and includes coverage for ERISA plans.

Elderly Abuse Hotline (section 26 of the General Contractual Requirements) – OATS Transit drivers are trained on the use of the Elderly Abuse Hotline. The number and guidance is provided in the Driver’s Handbook on page 9-11.

Record Retention (section 30 of the General Contractual Requirements) – Records are maintained at both the regional and home office level. All records except the company’s official financial records can be monitored at the regional level. Original driver and vehicle records are maintained at OATS Transit’s Home Office in Columbia.

Program Income (section 31 of the General Contractual Requirements) – Clients are provided donation envelopes to send contributions directly to Care Connection. Any contributions given to OATS Transit are deducted off the monthly invoice.

Lobbying (section 33 of the General Contractual Requirements) – OATS Transit certifies that no part of any funds received in relation to this contract will be used for any activity designed to actively influence the passage of legislation or appropriations.

Suspension or Debarment (section 34 of the General Contractual Requirements) – OATS Transit certifies that it is not suspended nor debarred from participating in government contracts. We are registered with the SAM.gov system, ID K2LGS8643927 so our status can be checked at any time.

Part Two – Specifications of Work

Geographical Areas to be Served – Service Schedules

OATS Transit proposes to provide transportation throughout the 13-county area served by Care Connection for Aging Services. We have divided the service into three different sections; reflecting the fact that we bill now by unit instead of time/miles. **Please note:** One section is nutrition riders, one section is in-town area wide riders on the senior center route and the third is the long distance area-wide riders. **Please note: Total nonbillable enroute area-wide units are limited to 10% of the total area-wide units for the month. The enroute units over the 10% will be billed the same as regular units.**

Units listed below are based on the monthly average service provided in FY2024 using actual data from July 2023 – April 2024.

Local Transportation Service - Nutrition

Center	Units	Hours	Miles	Days Available
Butler	0	0	0	0
Carrollton	0	0	0	248
Clinton	0	0	0	0
Cole Camp	0	0	0	0
Concordia	0	0	0	200
El Dorado Springs	2360	1035	7942	248
Higginsville	4	1	4	248
Holden	2	3	1	200
Lexington	0	0	0	248
Marshall	20	6	59	200
Nevada	156	31	232	248
Odessa	0	0	0	248
Osceola	0	0	0	0
Salisbury	0	0	0	0
Sedalia	49	18	114	248
Stockton	60	13	143	200
Warrensburg	12	3	34	248
Warsaw	41	140	2391	200
Wheatland	910	519	10846	248
Windsor	0	0	0	200

Area Wide Transportation Service

County	Units	Hours	Miles	Days Available
Bates	132	172	4864	48
Benton	1176	722	16130	76
Carroll	528	175	1210	48
Cedar	1836	1242	24867	96
Chariton	0	0	0	48
Henry	264	315	5799	36
Hickory	12	10	355	52
Johnson	2112	1065	12713	48
Lafayette	3144	1116	15808	48
Pettis	2796	1266	15419	84
St. Clair	156	271	9323	72
Saline	1008	381	7356	48
Vernon	1848	716	7920	96

Compensation (section 5 of the RFP Specifications of Work) – As stated in Part One, invoices are developed from computerized daily trip information providing all relevant trip detail. Billing is done based on units of service, which is a one-way trip.

Minimum Requirements (section 7 of the RFP Specifications of Work) –

Phones & Personnel: OATS Transit has an office in Sedalia staffed with a Regional Director, two Operations Managers, and seven office staff members for dispatching, answering phones and data entry.

Hours of operation of both the Midwest Regional Office and the OATS home office are 7:00 a.m. to 5:00 p.m. OATS service is provided Monday through Friday. Recognized OATS paid Holidays are: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.

In an effort to contain costs, service on the listed holidays will not be provided.

Scheduling: Bus schedules are published on our website and in local newspapers. To schedule a ride, individuals call the Sedalia OATS Transit office at 800-276-6287 at least 24 hours in advance.

Contract Period: OATS Transit agrees to provide services for the duration of the contract period or as agreed upon by Care Connection and OATS Transit.

Program Manual: OATS Transit has a Driver's Manual which contains policies and procedures and includes the Transportation Service Standards (19 CSR 115-7.040). All drivers receive a copy of this Manual and it is frequently referred to as part of training. Manuals, policies, procedures and training materials are also available electronically on the OATS Transit employee's only website.

Drivers (section 8 of the RFP Specifications of Work) – Files are kept for each OATS Transit driver containing general personnel and training records. Separate files are kept for medical and drug and alcohol testing records. Attachment C is a listing of what is contained in the driver's file.

OATS Transit driver qualifications are in compliance with the Federal Motor Carrier Safety Regulations as prescribed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration (Parts 382, 383, 387, 390- 396, 40) and the Federal Transit Authority (Part 655.)

In addition to taking and passing a U.S. Dept. of Transportation Medical Exam, to be eligible to be an OATS Transit driver an individual must:

1. Take and pass a U. S. Department of Transportation road test.
2. Have a valid Chauffeurs license (Class E or Commercial Drivers License) with no more than four (4) points assessed.
3. Be knowledgeable of vehicle mechanics.
4. Be a minimum of 23 years of age.
5. Be bondable.
6. Take and pass a drug screening test prior to driving a vehicle.
7. Undergo drug and alcohol testing randomly throughout employment.

All drivers undergo orientation and training prior to transporting passengers. Throughout a driver's employment with OATS Transit, they must be up-to-date in training in accordance with the training schedule provided as Attachment D. All drivers undergo a Defensive Driving Course (DDC) within their first year of employment and every two years thereafter. Individual documentation of training occurs with an employee signature that certifies that they have completed a necessary requirement. Agency documentation is accomplished through the Administrative Services Department with inclusion of the appropriate documents in each employee's personnel file.

Training is provided to dispatchers and other office personnel as appropriate to their job functions. No OATS Transit volunteer is used for driving.

Fiscal and Program Reports (section 9 of the RFP Specifications of Work) – Contract compliance monitoring at the regional level is the direct responsibility of the Regional Director who makes service level allocations to the drivers and assures that allocations are being followed. Daily monitoring occurs at the regional level to assure drivers obtain all rider data and signatures on the trip sheets and that users meet District III rider criteria. This is done by office staff on 100% of the service.

Service levels are limited by dollar allocations by county by month and are monitored by the Regional Director each month to assure available funds are being used and that service levels remain consistent. This is done on 100% of the service. Billings are routinely monitored by the Finance Department as well to assure services being delivered are consistent with available funding.

The Finance Director from monthly computerized reports provided by the regions monitors maintenance of required regional service and fiscal data. By virtue of company reports prepared from regional reports, all such regional information is monitored. Additionally, the Finance Director monitors fiscal data prepared in-house on an ongoing basis and this data is audited on an annual basis by an outside auditing firm in accordance with OMB Circular A-133. OATS provides a copy of its audit annually to Care Connection for Aging Services.

Vehicle Requirements (section 11 of the RFP Specifications of Work) – OATS Transit complies with the vehicle requirements listed in the RFP and in the Transportation Service Standards contained in 19 CSR 115-7.040. Attachment E is a list of vehicles assigned to the Midwest Region. Attachment F is a Vehicle Equipment Checklist which shows the items contained on each OATS Transit Vehicle. This form is completed by the Regional Director and Driver each time it is assigned to a driver and then annually thereafter.

OATS maintains both paper and electronic vehicle files. Each vehicle in OATS Transit fleet is assigned a unique vehicle number. Information about the vehicle is entered into a computer database at the Home Office which allows for easy reporting and record management. The OATS Transit regional offices submit a monthly Maintenance Summary Report for each vehicle which contains current mileage and any maintenance done on the vehicle that month. Home Office staff are then able to enter this information into the computer so our electronic files are up-to-date.

These files provide documented history on each vehicle which allows OATS Transit to make proper decisions on a vehicle's status before proceeding with extensive or expensive repairs. This history file is studied before any repair order is issued, to determine if the current problem is chronic; if the repairs have been excessive; if maintenance has been performed at proper intervals; or if there is a problem with mechanics performing unnecessary or improper repairs. OATS Transit maintenance policies were developed to be in compliance with 49 CFR 396 .

Preventive maintenance means control of maintenance costs. Vehicle life may be extended and driver morale should be higher if the equipment is dependable in its performance. Factors such as these can also help reduce incidents and increase service reliability. Forms used by OATS Transit to assure preventive maintenance routinely occurs include:

- Vehicle Inspection Request - completed two times a day by the driver

- Vehicle Condition Checklist – completed each time a vehicle is re-assigned to a driver and then annually in conjunction with a driver’s performance evaluation
- Preventive Maintenance Checklists– completed by maintenance vendors every 5,000 miles
- Lift Maintenance Checklist – completed by driver every 4 weeks or 100 cycles
- Emergency Exit Inspections – completed quarterly by the driver

All drivers are issued with an electronic tablet that is used for scheduling and constant communication with the Sedalia office. Each vehicle is equipped with a seat belt for each passenger seat and each wheelchair position is equipped with a 4-point tie-down system.

OATS Transit vehicles are procured by the Missouri Department of Transportation and are in complete compliance with the Americans with Disabilities Act and the Federal Motor Carrier Safety Standards.

No Driver or Volunteer uses a personally owned vehicle to provide service.

Service Denial (sections 12-15 of the RFP Specifications of Work) – Behavior such as that listed in Attachment H may result in denial of service. When a rider violates any of these rules, the driver is to show the individual the rules and ask him to comply with them. Each time an individual refuses to comply or repeats violations of the rules, the driver is to file an Incident Report with the Regional Director on the day the violation occurs.

First Infraction - Driver documents the problem via an Incident Report. No action is taken other than the filing of the report. (If the problem is serious enough, action could be taken on the first infraction).

Second Infraction - Problem is again documented via an Incident Report. The Regional Director contacts the rider by telephone to discuss the problem and asks them to comply with OATS policy.

Third Infraction - Following receipt of the Incident Report, the Regional Director sends a letter informing the rider of OATS policy regarding the infraction and the potential loss of riding privileges.

Fourth Infraction - Following receipt of the Incident Report, the Regional Director contacts the Director of the funding agency. At this time a decision is made whether or not to suspend service to the rider and the length of the suspension,

- Without written approval of Care Connection, OATS, Inc. shall not suspend service to a passenger for more than five (5) consecutive days.
- OATS, Inc. shall submit to Care Connection a written request to suspend service indefinitely to any service recipient.

A driver may deny service to a rider on a one time basis if the rider is:

- Intoxicated
- Too ill
- Demonstrating violent or unruly behavior
- Insisting on transporting prohibited items such as firearms*, alcoholic beverages in open opened containers, unauthorized controlled substances, or highly combustible materials. (*Note: state legislation is pending which, if passed, would require all public transit providers to allow conceal and carry certification holders to bring their weapons on board.)

Other safety infractions which will result in a one-time denial of service include:

- The parent(s) or guardian of a child weighing less than 40 pounds shall provide an approved child's seat which can be secured with a conventional seat belt. No child under 40 pounds shall be transported without an approved child seat. Children or infants are never to be held in the lap of an adult while the vehicle is in motion.
- Individuals known to have an infectious disease (such as tuberculosis, or childhood diseases such as chicken pox, etc.), bed bugs or head lice shall be denied service pending notification that the disease has been rendered non-infectious.
- Bringing any form of weapon on board the vehicle, including explosives; all firearms; and all knives (except for small pocket knives.)

Drivers will report all one-time denials of service to the Regional Director. The Regional Director will notify Care Connection when appropriate.

Attachments

- A Authorizing Resolution
- B Certificate of Liability Insurance
- C Checklist for Driver's File
- D Driver Training Schedule
- E Vehicle Roster
- F Vehicle Equipment and Condition Checklist
- G Rider Rights and Responsibilities

ATTACHMENT A



Authorizing Resolution for OATS, Incorporated

WHEREAS, certain agencies within the State of Missouri are authorized to contract with transportation providers for the provision of transportation services for persons with disabilities and for senior citizens; and,

WHEREAS, such contracts will impose certain obligations upon OATS, Inc. including provision by it of the local share of project costs; and,

WHEREAS, OATS, Inc. is governed by a volunteer Board of Directors on which all individual members will serve consecutively from January 1, 2024 through December 31, 2024; and,

WHEREAS, The Board of Directors of OATS, Inc. desires to facilitate the process of submitting proposals to and contracting with human service agencies, including but not limited to the following:

- Aging Ahead
- Care Connection for Aging Services
- Department of Mental Health
- Developmental Disabilities Resource Boards
- Mid-America Regional Council, Aging Division
- Northeast Missouri Area Agency on Aging
- Region X Area Agency on Aging
- Senior Age Agency on Aging
- The Productive Living Board

NOW THEREFORE, be it resolved by the Board of Directors of OATS, Inc. as follows:

1. That from the date of this resolution, the Executive Director is authorized to execute and file applications for the above listed agencies on behalf of OATS, Inc., a nonprofit corporation.
2. That the Executive Director is authorized to furnish such additional information as the above listed agencies may require in connection with proposals submitted.
3. That from the date of the resolution through December 31, 2024, the Executive Director is authorized to execute contracts and agreements on behalf of OATS, Inc. with the above listed agencies.

Adopted this 28th day of November, 2028.



President, OATS Board of Directors

ATTEST:



Jill Stedem, Vice Secretary



ATTACHMENT B

OATSINC-01

MMOSSENGREN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Integrated Transportation Resources, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: National Interstate Ins, INSURER B: Missouri Employers Mutual

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Certificate holder: Care Connection, PO Box 1078, Warrensburg, MO 64093. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ATTACHMENT C

D-409, Rev. 3/24



New Driver Hire Packet Completed by Region Office at Orientation

Region: _____ Check if Rehire _____ Exe Dir Approve: _____
 Driver Name (Last, First, MI): _____ Emp ID#: _____
 Home Address: _____
 Hire Date: _____ Emp Type: Full-time _____ Part-time _____ Rate of Pay: \$ _____
 Job Title: _____ Date of Birth: _____ Social Security #: _____
 Driver's License #: _____ Class: _____ Pass. Endorsement: _____ Exp. Date: _____
 County Driving In: _____ Veteran/Military: _____
 Phone #: _____ (cell or home) Personal Email Address: _____

The 6 onboarding process steps at bottom must be followed.

Completed in Paycom System:

- Tax Withholding Forms: Federal & State
- Direct Deposit Bank Information
- Worker Registration (FSCR)
- Emergency Contacts (list 2)

- _____ Code of Ethics Acknowledgement (P-1608)
- _____ Technology Policy Acknowledgement (P-1651)
- _____ Personal Use of Vehicle Policy (P-1633)
- _____ Drug & Alcohol Policy Acknowledgement (P-1609)
- _____ CPR & First Aid

Miscellaneous:

- _____ US DOT Medical Exam
- _____ Medical Certificate Given to Driver
Scan physicians bill direct to Home Office to pay
- _____ Application (copy from Paycom)

Background Checks Completed 1st Day & Scan to HO

- _____ I-9 Eligibility Verification
- _____ Get Copies of Drivers License & SSN Card
E-Verify is completed at HO & filed with I9
- _____ MoVECHS Waiver for Criminal Record (SHP-981F)
- _____ Applicant Fingerprint Forms (SHP-984)
- _____ Drug Test Notification (P-1616)

(Do not conduct Road Test until negative result received!)

- _____ Driver's License Check Form (P-1634a)

Attach copy and DMV Report

- _____ Inquiry to Past Employer (P-1601h)

Referral: Referred by current employee: _____

Documents Given to Employee:

- _____ Privacy Act Forms (D-501 & D-502)
- _____ Fair Credit Reporting Disclosure (P-1636)
- _____ Uniform Ordering Instruction Sheet
- _____ Employee Website Instructions
- _____ Benefit Flyer
- _____ Healthcare Exchange Notice & Acknowledgement (P-1641 and P-1642)
- _____ Paycom Steps for all Employees

Supplies:

- _____ Vehicle Condition Checklist (V-2235)
- _____ Name Badge Given to Driver
- _____ Ice Cleats Given to Driver (D-412)

Other (please list):

Training & Policies:

- _____ Employee Policy Manual Acknowledgement (P-1650)
- _____ Driver Orientation Checklist (D-481)
- _____ Driver Orientation Quiz (D-480)
Score: _____
- _____ Bloodborne Pathogen Exposure Risk Acknowledgement Form (D-453a); training within 10 days of hire. (Date: _____)
- _____ If CDL with less than 1 year experience, CMV Driver Training Certificate
- _____ Driver's Road Test (D-445)
(cannot take until AFTER drug test results rec.)
- _____ Certificate of Road Test Given to Driver
- _____ Wheelchair Policy Acknowledgement
- _____ Emergency Evacuation Test (D-483)
- _____ Defensive Driving Test (D-484)
- _____ Hours of Service (D-406)

Reviewed by: _____ Ex. Director Approval: _____ Date: _____

Onboarding Process: 1) Region marks applicant as Offered in Paycom and emails HR; 2) Home Office HR changes to Hired in Paycom & sends self-onboarding email to applicant; 3) Home Office HR gets message its complete; 4) Email goes to IT, Payroll & Ops Manager; 5) Home Office Safety runs driver's license check; and 6) Home Office HR completes Sex Offender Registry, DHHS OIG Exclusion, SDN Sanctions List checks, adds to WPCI Randoms and conducts past employer checks.

ATTACHMENT D



Driver Training

The following defines required training for all drivers and the time limits to accomplish the specified training. This training is provided at no cost to the employee.

1st Quarter (Jan-Mar) Virtual/Loom	2nd Quarter (Apr-June) Skills (Classroom)	3rd Quarter (July-Oct) Skills (Classroom)	4th Quarter (Oct-Dec) Virtual/Loom	New Hire Orientation
<p>Non-Emergency Medical Transportation which includes:</p> <ul style="list-style-type: none"> • Compliance & Ethics Plan and Code of Conduct; • Fraud, Waste & Abuse; • General Compliance; • HIPPA Privacy & Security; • Health, Safety & Welfare; • Cultural Competency • Education <p>Rider Confidentiality</p> <p>OSHA Safety</p>	<p>OATS Transit Passenger Assistance Training which includes:</p> <ul style="list-style-type: none"> • Wheelchair Securement • ADA Review • Disability Etiquette • Child Passenger Safety • Lift Operations • Hands-On Training <p>OSHA Safety</p>	<p>OATS Transit Safe Driving Academy which includes:</p> <ul style="list-style-type: none"> • Safe Vehicle Operation • OATS Transit Back Pact • Emergency Evacuation Procedures • Adverse Weather Driving • Hands-On Training <p>OSHA Safety</p>	<p>Abuse & Neglect</p> <p>Bloodborne Pathogen Review</p> <p>Drug & Alcohol Review</p> <p>Sexual Harassment</p> <p>HR Benefits</p> <p>OSHA Safety</p>	<ul style="list-style-type: none"> • A.D.A. Sensitivity • Abuse and Neglect • Alcohol & Drug Testing • Backing Safely • Bloodborne Pathogens and First Aid (No new driver is to be assigned to a Dept. of Mental Health route until they've had the initial First Aid training.) • Braun and Ricon • Wheelchair Lift Operations • Child Restraints • CPR & Heimlich Maneuver • Defensive Driving • Driver Daily Log • Evacuation Procedures • Non-Emergency Medical Transportation • Pre/Post Trip Vehicle Inspections • Rider Confidentiality • Sexual Harassment • Sure-Lok Safe and Secure • Wheelchair and Passenger Assistance
<p>All drivers must remain CPR/First Aid certified; multiple classes are held throughout the year to maintain certification.</p>				

ATTACHMENT E

OATS MIDWEST REGION FLEET - May 2024

COUNTY	VEH. ID #	VEHICLE TYPE	SEATING	WHEELCHAIR CAPACITY
BATES	1882	Sedan	No	4
BATES	2130	Cutaway	Yes	11
BATES	2197	Accessible Van	Yes	4
BENTON	2242	Cutaway	Yes	11
BENTON	2282	Cutaway	Yes	12
BENTON	2315	Accessible Van	Yes	9
BENTON	2358	Accessible Van	Yes	5
BENTON	1772	Cutaway	Yes	11
BENTON	1926	Accessible Van	Yes	3
BENTON	1984	Accessible Van	Yes	4
BENTON	1997	Cutaway	Yes	19
BENTON	2050	Cutaway	Yes	11
BENTON	2149	Standard Minivan	No	3
CARROLL	2359	Accessible Van	Yes	5
CARROLL	2044	Cutaway	Yes	11
CARROLL	2049	Cutaway	Yes	11
CARROLL	2134	Cutaway	Yes	11
CARROLL	2198	Accessible Van	Yes	4
CARROLL	2201	Cutaway	Yes	11
CEDAR	2280	Cutaway	Yes	12
CEDAR	2307	Cutaway	Yes	11
CEDAR	2309	Cutaway	Yes	11
CEDAR	2314	Accessible Van	Yes	9
CEDAR	2373	Accessible Van	Yes	5
CEDAR	1683	Cutaway	Yes	11
CEDAR	1734	Cutaway	Yes	11
CEDAR	1812	Accessible Van	Yes	5
CEDAR	2252	Accessible Van	Yes	4
CEDAR	2253	Accessible Van	Yes	4
CHARITON	2003	Cutaway	Yes	11
CHARITON	2055	Cutaway	No	12
HENRY	1551	Cutaway	Yes	11
HENRY	1799	Cutaway	Yes	11
HENRY	2051	Cutaway	Yes	11
HENRY	2202	Cutaway	Yes	11
HICKORY	2357	Accessible Van	Yes	5
HICKORY	1916	Accessible Van	Yes	3
HICKORY	2135	Cutaway	Yes	11
JOHNSON	2287	Cutaway	Yes	12
JOHNSON	2316	Accessible Van	Yes	9
JOHNSON	2324	Accessible Van	Yes	12
JOHNSON	1449	Cutaway	Yes	11
JOHNSON	1494	Cutaway	Yes	11
JOHNSON	1552	Cutaway	Yes	11
JOHNSON	1677	Cutaway	Yes	11

ATTACHMENT E

OATS MIDWEST REGION FLEET - May 2024

JOHNSON	1750	Cutaway	Yes	11
JOHNSON	1785	Cutaway	Yes	16
JOHNSON	1800	Accessible Van	Yes	5
JOHNSON	1878	Sedan	No	4
JOHNSON	1884	Sedan	No	4
JOHNSON	1994	Cutaway	Yes	11
JOHNSON	1996	Cutaway	Yes	16
JOHNSON	2056	Cutaway	No	12
JOHNSON	2113	Accessible Van	Yes	4
LAFAYETTE	2240	Cutaway	Yes	11
LAFAYETTE	2356	Accessible Van	Yes	5
LAFAYETTE	1908	Cutaway	Yes	11
LAFAYETTE	1999	Cutaway	Yes	11
LAFAYETTE	2038	Accessible Van	Yes	5
LAFAYETTE	2047	Cutaway	Yes	11
PETTIS	2231	Cutaway	No	12
PETTIS	2241	Cutaway	Yes	11
PETTIS	2245	Cutaway	Yes	11
PETTIS	2246	Cutaway	Yes	11
PETTIS	2255	Accessible Van	Yes	4
PETTIS	2279	Cutaway	Yes	12
PETTIS	2281	Cutaway	Yes	12
PETTIS	2306	Cutaway	Yes	11
PETTIS	2372	Accessible Van	Yes	5
PETTIS	1447	Cutaway	Yes	11
PETTIS	1532	Cutaway	Yes	11
PETTIS	1620	Cutaway	Yes	11
PETTIS	1652	Cutaway	Yes	11
PETTIS	1664	Cutaway	Yes	16
PETTIS	1702	Cutaway	Yes	16
PETTIS	1757	Cutaway	Yes	11
PETTIS	1764	Cutaway	Yes	16
PETTIS	1778	Cutaway	Yes	16
PETTIS	1879	Sedan	No	4
PETTIS	1880	Sedan	No	4
PETTIS	1895	Cutaway	Yes	11
PETTIS	2046	Cutaway	Yes	11
PETTIS	2048	Cutaway	Yes	11
PETTIS	2053	Cutaway	No	19
PETTIS	2057	Cutaway	Yes	4
PETTIS	2059	Sedan	No	4
PETTIS	2060	Sedan	No	4
PETTIS	2061	Sedan	No	4
PETTIS	2126	Cutaway	Yes	11
PETTIS	2148	Standard Minivan	No	3
PETTIS	2157	Accessible Van	Yes	15
PETTIS	2159	Accessible Van	Yes	9
PETTIS	2160	Accessible Van	Yes	9

ATTACHMENT E

OATS MIDWEST REGION FLEET - May 2024

PETTIS	2165	Accessible Van	Yes	12
PETTIS	2181	Cutaway	Yes	12
PETTIS	2182	Cutaway	Yes	11
SALINE	2238	Cutaway	Yes	11
SALINE	2308	Cutaway	Yes	11
SALINE	2374	Accessible Van	Yes	5
SALINE	1616	Cutaway	Yes	11
SALINE	1852	Cutaway	No	14
SALINE	1881	Sedan	No	4
SALINE	2002	Cutaway	Yes	11
SALINE	2039	Accessible Van	Yes	5
ST. CLAIR	2286	Cutaway	Yes	12
ST. CLAIR	1488	Cutaway	Yes	11
ST. CLAIR	1792	Cutaway	Yes	11
ST. CLAIR	2254	Accessible Van	Yes	4
VERNON	2310	Cutaway	Yes	11
VERNON	2371	Accessible Van	Yes	5
VERNON	1583	Cutaway	Yes	11
VERNON	1919	Cutaway	Yes	11
VERNON	2045	Cutaway	Yes	11

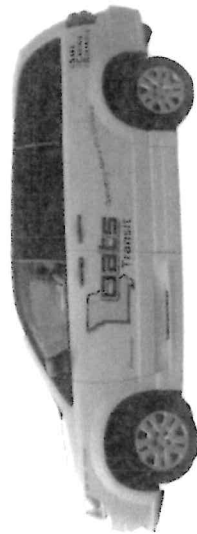
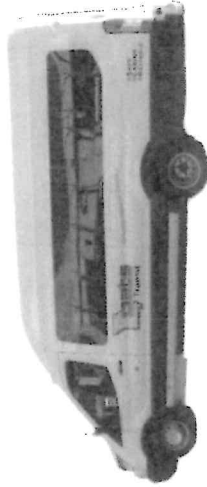
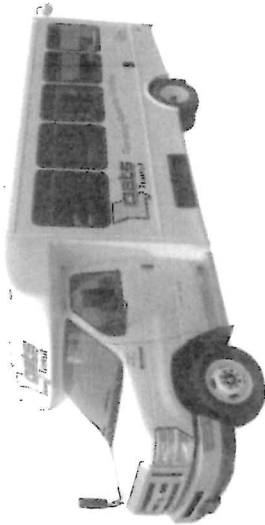
ATTACHMENT F

Lift Space Measurements (Optional):

Height of Lift/Ramp Door _____
 Width of Lift/Ramp Platform _____
 Length of Lift/Ramp Platform _____

Seating Capacity (Optional):

No Wheelchairs # of Seats for Ambulatory _____
 1 Wheelchair # of Seats for Ambulatory _____
 2 Wheelchairs # of Seats for Ambulatory _____



Vehicle # _____

Vehicle Appearance Rating (5=Excellent, 1=Poor)

- Body - show location of dents, scratches
- Bumper (front)
- Bumper (rear)
- Lettering
- Paint
- Windows
- Flooring
- Driver Seat
- Front Passenger Seat
- Bench Seats

Note any damage to Vehicle:

Driver Certification:

I understand that I am responsible for the vehicle and all items noted on the checklist. Items that are missing or damaged may be charged to me. I have participated in completion of the checklist and agree that it reflects items assigned and vehicle appearance.

Driver Signature _____ Inspection Date _____

Driver Printed Name _____ Employee # _____

Regional Director/ Ops Manager Signature _____ Date _____



RIDER GUIDE



Rider Rules & Requirements

Rider Requirements

All persons will be considered without regard to race, color, sex, sexual orientation, gender identity, national origin, religion, political affiliation, age, disability which can be reasonably accommodated, or military/veteran status.

All OATS Transit riders are required to conduct themselves properly and in such a manner as not to offend others when riding the bus. Behavior which distracts the driver or annoys other passengers will not be tolerated.

Riders must maintain self control while on board the bus. Violent, disruptive or illegal behavior is prohibited. Conduct which is annoying or inconvenient to a reasonable person is prohibited unless a result of a physical or mental impairment.

Rider Rules

1. All riders must wear seat belts and remain in their seat when the bus is in motion. Wait until the bus comes to a complete stop before removing it.
2. Please schedule all stops at time of reservation. Notify OATS Transit in a timely manner if you need to cancel your trip.
3. The driver is not allowed to sign out any rider from any type of facility.
4. The driver is not allowed to sign for any riders medication. The driver cannot assist with medication or using the rest room.
5. Riders are responsible for their own belongings; number of bags will be limited.
6. The driver is not allowed to enter the riders home.
7. Drivers may not accept gifts or tips.
8. Please limit perfume or cologne usage.

9. Only service animals are allowed on the vehicles. Therapy, comfort & emotional support animals are not considered service animals.
10. Loud, violent, or abusive conduct will be not be permitted.
11. Rude, vulgar or unwelcome comments will not be permitted.
12. Riders shall maintain orderly conduct. The driver should not have to discipline the customer and tend to driving responsibilities at the same time. Disagreements should be resolved between the riders without the involvement of the driver.
13. Individuals known to have an infectious disease (such as tuberculosis, chicken pox, etc.), or head lice, or bed bugs, shall be denied service pending notification that the disease has been rendered non-infectious.
14. Do not smoke or chew tobacco or snuff on the bus. Smoking, including electronic cigarettes, within 20 feet of the bus is strictly prohibited.
15. No eating or drinking on the bus.
16. Bringing any form of weapon on board the vehicle including explosives; all firearms; and all knives (except for small pocket knives) is strictly prohibited.
17. Drivers may deny transportation if the rider is intoxicated, is too ill or experiencing an emergency health episode; has a mobility limitation that prevents safe entry or exit from the vehicle even with reasonable human or mechanical assistance; demonstrates violent or unruly behavior; or insists on transporting prohibited items.
18. Follow your drivers instructions.

Failure to follow the rider rules may result in denial of service.



ATTACHMENT G

Policy on Personal Hygiene

OATS Transit strives to make the transport of clients a pleasant experience. Any person(s) that are transported by OATS Transit should be mindful of other riders and their right to a clean environment. Good personal hygiene is necessary to ensure that everyone on board the vehicle is comfortable while being confined with others in a closed area. Therefore, all clients will be required to adhere to the guidelines set forth by the transportation program regarding this policy.

Passenger Assistance

OATS Transit provides door-to-door service when possible. All drivers are required to assist each passenger in and out of the vehicle, where applicable.

An escort is required for riders under 16 years of age, and is permissible for any other rider needing any additional assistance. Escorts will not be charged a fare.

Child Restraint Seats

Children who weigh less than 40 pounds, regardless of age, are to be secured in a child seat. It is the rider's responsibility to provide the child seat, and the rider must take the seat with them when they exit the bus.

What to Expect from Your Driver

1. Drivers are to assist riders when getting on and off the bus.
2. OATS Transit provides *safe, caring & reliable* transportation.
3. Drivers can assist riders to/from the door of their home, and to the door of their destination. OATS Transit drivers will not go inside a riders home, nursing home room, etc. and provide personal care such as dressing the rider.
4. Drivers will assist with fastening seat belt if needed. The driver has the right to refuse service to anyone who will not wear a seat belt.
5. Drivers may provide guidelines as to how much time may be spent at each destination in order to keep the bus running in a timely manner.
6. Drivers can assist with carrying purchases from the bus to riders doorstep, however riders who can carry their

- own purchases, should. OATS does reserve the right to limit the number, and size, of packages allowed on the vehicle. This will be at the discretion of the OATS Transit driver based on that day's space constraints.
7. Riders should NOT expect the driver to help inside the home, administer medication, or provide personal care, etc.

Riders who feel their driver has not followed these guidelines should report the infraction to their region office including date, time, and place.

Complaints or Additional Information

OATS Transit encourages riders who have complaints or suggestions for improvements to resolve the situation informally with their driver and/or region office since most service problems are simply the result of a misunderstanding or poor communication. Any service complaints received by the region office will be immediately investigated and every effort made to seek an appropriate and prompt resolution.

Rider grievance information, complaint procedures or forms for Title VI Civil Rights and Accessibility can be found on the OATS Transit website or by calling us.

How to Ride

For transportation options in your area, please visit our website at: oatstransit.org/schedules or call us at 888-875-6287. Some of our routes can connect you with other modes of transportation such as Amtrak, airports and other city bus services. Many of your questions can be answered on our website under the frequently asked questions section.

Fares (if applicable) must be paid in advance of your trip; drivers cannot accept payment on the bus. You can pay with a credit/debit card over the phone when you schedule your trip or mail your check/money order to our office. Those funds are added to your account and deducted each time you ride.



Amended and Restated-Transit/Mobility Services Agreement

This Amended and Re-stated Transit/Mobility Services Agreement (“Agreement”) is made as of July 1st, 2024, by and between New Growth Transit, LLC (“PROVIDER”), an independent contractor, and Care Connection for Aging Services (“CUSTOMER” and, together with Party, sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, CUSTOMER desires to engage the Services (as hereinafter defined) of PROVIDER, and PROVIDER desires to render such Services to CUSTOMER pursuant to the term, provisions and conditions hereinafter set forth; and

WHEREAS, CUSTOMER and PROVIDER desire to amend and re-state the previous Transit/Mobility Services Agreement dated July 1, 2022 and last amended February 2, 2024

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agrees as follows:

1. PROVIDER agrees to provide the following (“Services”):
 - a. Match and schedule volunteer drivers with CUSTOMER clients seeking “health-related transportation,” provided PROVIDER receives at least **48 hours** prior notice of the need for such ride; such transportation to be provided for residents of Bates, Benton, Cedar, Henry, Hickory, St. Clair and Vernon counties (“Service Counties”) to access “Health Services” (defined below) in Service Counties and in other counties if Customer’s clients’ health providers providing “Health Services” are located in such other counties). “Health-related transportation” shall mean transportation to/from service PROVIDERs providing the following services or any services (“Health Services”): medical care, dental care, rehabilitation services, medical equipment sales and service, behavioral and mental health services, and pharmaceutical sales and services (provided pharmaceutical sales and services are provided in the same community in which the medical, dental, mental/behavioral and rehabilitation service(s) PROVIDERs(s) are located except in the event no such pharmaceutical sales are provided in such community, in which case transportation to the nearest community with a pharmacy shall be permitted. CUSTOMER acknowledges and agrees that PROVIDER’s provision of Services shall be conditioned on availability of volunteers to deliver the Services referenced herein, and any failure to deliver Services as a result of lack of volunteers shall not be deemed a breach of this Agreement.
 - b. Generate and submit to CUSTOMER monthly reports about ride destinations and aggregated, anonymized rider profile information (i.e., the rider profile and quarterly reports information shall not disclose any personally identifiable information, nor shall such profiles and reports share information that may violate HIPAA (and CUSTOMER understands and agrees that such information shall not be requested by CUSTOMER)).
2. CUSTOMER agrees to do/provide the following:
 - a. CUSTOMER’s senior center directors and CUSTOMER’s volunteers shall provide (or shall require CUSTOMER’s clients to provide) at least 48 hours’ notice to the PROVIDER’s Mobility Coordinator to schedule a ride.
 - b. CUSTOMER shall promote the services of PROVIDER at each of its facilities and to individuals receiving other CUSTOMER services.

- c. Refer volunteers that are interested in driving to PROVIDER's staff.
- d. Pay to PROVIDER a "booking" fee equal to \$0.00, plus \$2.00 per "loaded mile" for each ride delivered as requested by CUSTOMER (or its clients as a result of a referral from CUSTOMER) (collectively, the "Transit Fee") in accordance with the terms of Section 3 below. ("**loaded mile**" meaning a mile run by the volunteer driver with an onboard rider). "Full Trip" is defined as all miles involved in all legs of the trip, provided that a passenger is on board, with the exception of rare events when the CUSTOMER's client is admitted to the medical facility to which they were driven by PROVIDER's volunteer driver. In such cases, CUSTOMER agrees to pay the Transit Fee for the return trip when CUSTOMER's client is not on board then, the portion of the trip in which the passenger would be on-board to return such CUSTOMER's client to his/her home from the appointment that resulted in admission to the facility. "Miles" concerns only miles logged by a driver for a Customer under this Agreement (and do not relate to any other ride or driver's personal business). The Parties agree that the total Transit Fees charged to Customer during the Term shall not exceed \$35,000 ("Cap"), and that Provider shall not be required to provide any ride(s) to any Customer client that would result in Transit Fees exceeding the CAP without Customer's agreement in writing prior to such ride request(s) to pay for such rides notwithstanding the Cap.

3. PROVIDER shall provide a written invoice ("Invoice") by regular or electronic mail to CUSTOMER, each month following any month in which Services have been provided setting forth the Transit Fee(s) for Services provided during the previous month. CUSTOMER shall pay in full the amount of any Service Fees set forth on such Invoice within ten (10) business days following PROVIDER's delivery of such Invoice to CUSTOMER. If payment in the full amount set forth on an Invoice for PROVIDER's Services is not made within ten(10) days following the time period set forth herein, in addition to the Transit Fees to be paid for Services rendered under this Agreement, a late charge equal to five percent (5%) of the outstanding balance shall be assessed in each month in which there remains an outstanding balance ("Late Charge").

4. The term of this Agreement shall commence on the later of (a) July 1, 2024 or (b) the date five (5) business days following the date this Agreement is fully executed and delivered by the parties, and expire as of midnight on June 30, 2025 (the "Term"); provided however, notwithstanding the foregoing, each Party reserves the right to terminate this Agreement at any time upon providing the other Party with not less than ten (10) business days prior written notice thereof. At the end of the Term, or in the event of any early termination of this Agreement as set forth above, CUSTOMER shall pay within ten (10) business days following the effective date of any such termination all amounts owed PROVIDER under this Agreement through the date of termination. In addition, requirements to pay any Transit Fee, Late Charge, or other charge applicable under this Agreement shall survive the termination or expiration of this Agreement.

5. PROVIDER is retained by CUSTOMER only for the purposes set forth in this Agreement and its relationship to CUSTOMER shall be that of an independent contractor. All employees or employees furnished by PROVIDER will be employees or volunteers of PROVIDER, and will at all times be subject to the direct supervision and control solely of PROVIDER. PROVIDER shall be solely responsible for all state, federal, and local taxes (including estimated taxes) relating to the compensation paid to PROVIDER or any of PROVIDER's employees hereunder.

6. PROVIDER shall be fully knowledgeable of and comply with all federal, state and local laws, rules and regulations either currently in effect or as may be promulgated in the future, relating to PROVIDER's performance of the Services.

7. No subcontract, delegation or assignment of this Agreement or of any duty, right or obligation of performance hereunder shall be made by either Party, in whole or in part, without the prior written consent of the other Party. Any attempted transfer, delegation, or assignment without the other Party's prior written consent shall be void and

confer no rights upon any third person. In the event that prior written consent is given by either Party with respect to an assignment, delegation or subcontract, said consent shall not relieve the assignor of any obligation to the approving Party.

8. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein, and no charge shall be made for extra services, changes, or materials unless they have been previously agreed to in writing by both Parties.

9. This Agreement shall be governed by the laws of the State of Missouri and jurisdiction and venue of any suit action to enforce this Agreement shall be commenced and maintained in the Circuit Court of Henry County chosen by the Party bringing any such action to enforce this Agreement. This constitutes the entire Agreement between the Parties regarding its subject matter. If any provision or portion of a provision is held by a court to be invalid, void or unenforceable, the remaining provisions and portions thereof shall nevertheless continue in full force and affect.

10. In the course of business with CUSTOMER, PROVIDER may acquire information which is of a confidential nature. All information obtained by PROVIDER concerning CUSTOMER's programs, operations/administration, or clients, not otherwise publicly available, will be held in strict confidence by PROVIDER; provided, however, PROVIDER may reference CUSTOMER as a client and may share, report, or communicate generally to third-parties that it is providing, or has provided, services to CUSTOMER regarding, specifically, transit/mobility Services; provided further however, the Service Charges for such Services set forth in this Agreement shall be deemed and remain strictly confidential and shall not be shared by PROVIDER or CUSTOMER with any unrelated entity of either Party, or to any person not employed by or serving on the Board of, either Party, unless required by law or by any funding source specifically related to the provision of the Services hereunder.

11. PROVIDER shall at all times maintain commercial general liability coverages insuring against acts of negligence of PROVIDER and CUSTOMER shall at all times maintain commercial general liability coverages insuring against acts of negligence of CUSTOMER, in usual and customary amounts with usual and customary coverages in accordance with industry standards. CUSTOMER shall indemnify and hold harmless PROVIDER from and against any damage, liability, injury, expense, or cause of action resulting from activities or events hosted by CUSTOMER at which PROVIDER offers Services or in which PROVIDER participates unless such damage, liability, injury, expense or cause of action is solely the result of PROVIDER's acts or negligence. PROVIDER shall indemnify and hold harmless CUSTOMER from and against any damage, liability, injury, expense, or cause of action suffered, incurred or initiated as the case may be, by CUSTOMER resulting solely from any negligence or intentional misconduct by PROVIDER in the performance of PROVIDER's Services hereunder; it being agreed that CUSTOMER shall have no right to assert any claim on behalf of any CUSTOMER client and may not claim any damage or injury resulting from any injury or damage solely incurred or sustained by CUSTOMER's client, CUSTOMER hereby waiving any such claim(s).

12. In the event of any conflict between the terms of this Agreement and the terms of the /any previously executed Transit/Mobility Services Agreement, the terms of this Agreement shall control.

13. If any suit or action is brought to enforce or interpret this Agreement, the prevailing Party in any such suit or action shall be entitled to reimbursement from the non-prevailing Party of all reasonable, actual costs and fees, including reasonable attorneys' fees, incurred in connection therewith.

14. This Agreement may be executed in any number of separate counterparts, all of which when taken together shall constitute one and the same instrument. Further, this Agreement may be signed and transmitted electronically and the signature of any person on an electronically signed copy hereof shall be considered an original signature.

[Remainder of Page Left Intentionally Blank]

IN WITNESS THEREOF, the Parties have executed this Agreement on the above day and year first written above:

New Growth Transit, LLC

Christopher L. Thompson
President and Chief Executive Officer

Care Connection for Aging Services

Wendy Martin
Executive Director

Upcoming Center Fundraisers



-
- **Salisbury Raffle Drawing:** July 1. Buy your tickets at the center now!
 - **Carrollton Alien Invasion Escape Room (Carrollton City Park Shed):**
July 4, 12 p.m.
 - **Clinton Busted for Boomers, at Old Glory Days:** July 4-6
 - **Nevada Meat & Freezer Raffle Drawing:** July 5. Buy your tickets at the center now!
 - **Warsaw, Bingo:** July 8, 5 p.m.
 - **Butler, Dirty Bingo:** July 9, 6 p.m.
 - **Osceola, Breakfast:** July 10, 8 a.m.
 - **Wheatland Breakfast:** July 13, 8 a.m.
 - **Wheatland Movie Matinee:** July 18, 3 p.m.
 - **Osceola, Tenderloin Dinner:** July 21, 11:30 a.m.
 - **Wheatland, Dirty Bingo:** July 24, 5 p.m.
 - **Warsaw, Spud Sale:** July 24
 - **Stockton Summer Raffle Drawing:** July 31. Buy your tickets at the center now!