

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9179

DATE 7-22-21

TITLE

**RESOLUTION AUTHORIZING A CONTRACT BETWEEN
THE CITY OF WILLIAMSPORT, RIVER VALLEY
TRANSIT AND THE LYCOMING-CLINTON COUNTIES
COMMISSION FOR COMMUNITY ACTION (STEP, INC.)
FOR THE PROVISION OF ADA COMPLEMENTARY
PARATRANSIT SERVICE**

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes River Valley Transit to enter into a contract agreement with Lycoming-Clinton Counties Commission for Community Action (Step, Inc.) for the provision of ADA Complementary Paratransit Service.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between the City of Williamsport, River Valley Transit and Lycoming-Clinton Counties Commission for Community Action (Step, Inc.) and any documents necessary to accept the attached contract.

Approved

Jessica M. Frank
City Clerk

Randall J. Allison
President



MEMORANDUM

TO: Mayor Derek Slaughter and Members of City Council

FROM: Adam L. Winder, General Manager

DATE: July 16, 2021

SUBJECT: Resolution Authorizing the Execution of an ADA Service Contract

Attached for your review is the following resolution to be considered at the upcoming July 22, 2021 Williamsport City Council meeting as follows:

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTACT BETWEEN THE CITY OF WILLIAMSPORT - RIVER VALLEY TRANSIT AND THE LYCOMING-CLINTON COUNTIES COMMISSION FOR COMMUNITY ACTION (STEP, INC.) FOR THE PROVISION OF ADA COMPLEMENTARY PARATRANSIT SERVICE

The purpose of this resolution is to request approval to renew the contract between the City of Williamsport – River Valley Transit and the Lycoming-Clinton Counties Commission for Community Action (STEP, Inc.) for the provision of ADA Complementary Paratransit Service, as required by the Americans with Disabilities Act of 1990 (ADA) and Department of Transportation regulations.

As a Fixed Route transportation provider, RVT is required to provide paratransit as a compliment to fixed route service for individuals that have barriers prohibiting their access to the fixed routes. RVT initiated its ADA paratransit program in 1992, utilizing STEP as the provider since that time.

As the paratransit provider for Lycoming and Clinton Counties, STEP is equipped with the resources for accepting trip reservations, scheduling and delivery of ADA complimentary paratransit service. RVT staff work in conjunction with STEP to determine client eligibility and ensure RVT is in full compliance with ADA service requirements.

Currently, STEP is completing an average of 400 ADA trips per month on behalf of River Valley Transit. A copy of the agreement is attached for your review.

AGREEMENT BETWEEN THE

**THE CITY OF WILLIAMSPORT -
RIVER VALLEY TRANSIT (RVT)**

AND

**LYCOMING-CLINTON COUNTIES COMMISSION FOR COMMUNITY ACTION (STEP),
INC.**

FOR THE PROVISION OF

ADA COMPLEMENTARY PARATRANSIT SERVICE

2021

Prepared by:

River Valley Transit (RVT)
1500 West Third Street
Williamsport, Pennsylvania 17701

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**TRANSPORTATION CONTRACT BETWEEN
CITY OF WILLIAMSPORT -
RIVER VALLEY TRANSIT (RVT)
AND
LYCOMING-CLINTON COUNTIES COMMISSION FOR COMMUNITY ACTION (STEP), Inc.**

This contract is made and entered into this 1st day of August, 2021, by and between the City of Williamsport - River Valley Transit hereinafter referred to as the "RVT" and the Lycoming-Clinton Counties Commission for Community Action (STEP) Inc., hereinafter referred to as the "STEP."

SECTION ONE - PURPOSE

The purpose of this contract is to provide complementary paratransit service as required by the Americans with Disabilities Act of 1990 (ADA) and the Department of Transportation implementing regulations, 49 CFR 37.

SECTION TWO - BASIS OF PAYMENT

RVT agrees to pay STEP a fixed rate of \$21.00 per one way trip for all trips taken by ADA certified clients as certified and verified by RVT through the ADA processes and provisions. Any and all costs incurred by STEP in connection with the performance of this agreement and any costs associated with this agreement shall be the sole responsibility of STEP.

RVT will be exempt from payment of all taxes, and taxes must not be included as part of any billings for service remitted by STEP to RVT. RVT agrees to provide STEP with the necessary exemption certificate.

The price quoted in this contract is to be all inclusive and shall include complete provision of service by STEP for RVT. RVT shall be bound by the terms of this contract only to the extent that funds are available for this purpose.

STEP must maintain neat, complete, and accurate records of all trips made by all passengers on a daily basis. Record keeping shall commence on the first day of the month and end the last day of the month. Completed records for said month shall be delivered, at STEP's expense, to RVT offices by the 15th of the following month.

STEP shall invoice RVT on a monthly basis for the actual number of ADA eligible one-way trips provided during the previous month.

RVT shall reimburse STEP within thirty (30) days after receipt of all invoices for the total gross dollar amount of all invoices submitted for services rendered during the previous month.

SECTION THREE - SCOPE OF SERVICES

RVT and STEP agree that the following duties are to be performed by RVT and STEP where stated. Failure to perform these duties will constitute failure to execute the contract to the minimum performance levels required by RVT and by the U.S. Department of Transportation Regulations (49 CFR 37) and called for in RVT's A Plan for ADA Complementary Paratransit Service.

STEP shall provide transportation services in the most cost effective method through group riding and integration with clients of other social service agencies and the general public. Adequate consideration must be given to the maintenance of an acceptable level of passenger comfort consistent with STEP Service Standards.

A. RVT CLIENT LIST

STEP shall provide transportation service to all certified ADA individuals. ADA individuals and trips shall be entered through the Ecolane software owned by STEP. RVT shall verify the names generated through Ecolane. This list will be updated as the new people are certified by RVT. RVT and STEP agree to keep RVT's list of clients confidential.

B. DATA COLLECTION

STEP will provide transportation data on any aspect of River Valley Transit+ paratransit service (e.g. National Transit Database) upon reasonable demand from RVT. STEP agrees to furnish RVT with monthly ridership counts of individual passengers who have been certified by RVT. This list shall include, but not limited to such items as: passenger origins and destinations, trip lengths, trips requested, trips scheduled, trips canceled, no shows, trips missed, late trips, agency trips, personal care attendants carried, companions carried, and costs billed to RVT.

In addition, STEP shall provide all information and reports required by regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by RVT or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. If any information is required of STEP which is the exclusive possession of another who fails or refuses to furnish this information, STEP shall so certify to the Recipient, or FTA, as appropriate, and shall set

forth what efforts it has made to obtain the information.

C. EMPLOYEE DOCUMENTATION

STEP agrees to furnish upon demand a list of all employees who will be involved in providing specialized transportation service on behalf of RVT. For the operators of all vehicles, STEP agrees to provide RVT with the following:

- Copies of Drivers License
- PA Department of Transportation Driver Record Card

All such documentation must be satisfactory to RVT.

The parties hereto agree each motor vehicle operator must have a valid driver's license and be at least twenty-one (21) years of age. Each STEP employee must operate the vehicle/equipment in a safe, considerate and courteous manner.

At all times STEP and RVT understand and agree they shall not be considered joint employers. All parties maintain their own codes of conduct and personnel policies which shall be enforced at the direction of a particular employee's employer.

D. PERSONNEL POLICIES

STEP shall be solely responsible for the satisfactory work performance of all employees as described in this contract. Without any expense to RVT, STEP shall comply with the requirements of employee liability, workers' compensation, employment insurance and social security. STEP shall hold RVT harmless from any liability damages, claim costs and expenses of any nature arising from alleged violations of personnel practices.

STEP will provide, at its own expense, sensitivity training for all drivers, dispatchers, and other individuals who will regularly interact with RIVER VALLEY TRANSIT+ participants. STEP will also provide necessary training in the operation of the wheelchair lift and securement mechanism of STEP's lift-equipped vehicles. Only properly trained and licensed persons shall be permitted to operate the lift-equipped vehicles.

E. EMPLOYEE COMPENSATION

STEP agrees to be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, worker's compensation and all other regulations governing such matters.

SECTION FOUR - SERVICE CRITERIA

OPERATING REQUIREMENTS:

A. SERVICE AREA

STEP will provide ADA complementary paratransit service to any ADA client certified by RVT, for all trip requests with origin and destination within a service area defined around the route network used by the fixed route bus system. Specifically, the paratransit service area will consist of the urbanized areas of Lycoming County (City of Williamsport, the Boroughs of Montoursville, South Williamsport, Duboistown, Muncy, Montgomery, Hughesville, and Jersey Shore, and the Townships of Loyalsock, Old Lycoming, Muncy, Armstrong, Clinton, Fairfield, Muncy Creek, Wolf, Woodward, Porter, and Piatt) and other areas within Lycoming County served by a RVT fixed route.

Basically, the perimeter of this service area is defined by three-quarters of a mile from RVT's outermost urbanized bus routes and within the municipalities participating in RVT's fixed route system. Paratransit service will not be extended to origins or destinations beyond this area or to adjacent municipalities which do not participate in the bus system.

B. TRIP PURPOSE

The ADA complementary paratransit service will be available to all ADA eligible clients for making trips for any purpose based upon service times dictated in Section C of this Article. Trip purpose will not be a consideration in responding to or denying trip requests or for prioritizing trip requests in any way.

C. HOURS AND DAYS OF SERVICE

STEP will provide complementary paratransit service to any ADA clients certified by RVT from 6:00 A.M to 6:00 P.M, Monday through Friday, excluding STEP observed holidays. STEP observed holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (Note: Holidays that fall on a weekend day will be observed on the weekday closest to it. I.e. if a holiday falls on a Saturday it will be observed by STEP employees on the preceding Friday. If the holiday falls on a Sunday, it will be observed on Monday). Service on Christmas Eve and New Year's Eve is only provided until 6:00 P.M, unless it is a weekend day.

STEP reserves the right to cancel service based upon conditions STEP determines to be unsafe. Conditions like: inclement weather, impassible roads or inaccessible residences are some examples of real-time situations that may require cancellations.

RIVER VALLEY TRANSIT+ paratransit service will be offered outside these hours to be consistent with the hours and days of service for each RVT fixed route. RIVER VALLEY TRANSIT+ paratransit service will not operate on the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

STEP is required to post a notice, notifying participants that no service will be provided on the upcoming holiday.

D. RESERVATIONS/RESPONSE TIME

STEP will take reservations for service from any individual certified by RVT. Reservations for trips will be accepted from 8:30 A.M. to 5:00 P.M., Monday through Friday. Certified applicants may also use STEP's online reservation request system 24 hours a day, 7 days a week to book a trip reservation. Next day service will be provided except for reservations made on Saturdays or Sundays via the online request system. Trips requests can be accepted up to fourteen (14) days in advance; however multiple requests with a single phone call can only be made up to one week.

At a minimum, trips will be scheduled for pickup within one hour of the requested time, taking the client's scheduled activity into account when necessary. (For example, a trip would not be scheduled an hour later than the requested time if that would result in the client being late for work or an appointment. Nor will trips be scheduled earlier than requested when that would require clients to leave work or appointments prematurely.) Changes beyond an hour must be agreed to by the rider.

E. FARES

ADA Eligible Participant Payment

In order to board a RIVER VALLEY TRANSIT+ vehicle, each ADA eligible participant must pay the operator the four dollars (\$4.00) fare per one-way trip (twice RVT's current base fare). The remaining cost shall be paid based upon the one-way trip cost stated herein.

Aides/Companions

Qualified attendants (mobility aid/personal care attendant) will be allowed to ride for free. In addition, eligible ADA clients may also be accompanied by at least one traveling companion other than the personal care attendant, as long as the companion has the same origin and destination as the eligible ADA client. In these instances, the first companion will be charged the basic fare (\$4.00) for each one-way trip. Additional companions will be charged the full fare of \$25.00 established by this contract.

Multiple Trips

1. A trip is the one-way conveyance of a passenger from a single point of origin to a point of destination. Multiple origin/destination trips, even if made consecutively and in the same vehicle, require separate payment of fares every time a passenger boards a RIVER VALLEY TRANSIT+ vehicle.
2. Failure to charge a fare or to charge the correct fare every time a passenger boards the vehicle shall result in a credit to RVT for the amount not charged.

Fare Collection

1. STEP's drivers are responsible for collecting the above fares as established by RVT.
2. STEP shall indicate on its invoices the total amount of cash fares collected.

F. ON-STREET SERVICE

1. RIVER VALLEY TRANSIT+ paratransit service is available to all individuals who have been certified by RVT as ADA eligible.
2. Drivers are required to check passenger identities, through methods such as verifying RIVER VALLEY TRANSIT+ identification, to ensure that the passenger is an eligible participant.
3. STEP is responsible for customer relations. RVT reserves the right to become involved in this area in order to improve the quality and productivity of service and to respond to complaints.
4. Participant pick-up should occur within fifteen (15) minutes of the

scheduled pick-up time. If it is evident that the pick-up will be more than fifteen (15) minutes late, STEP will attempt to contact the eligible participant (if possible) no later than the scheduled pick-up time.

5. In most cases, STEP shall provide origin to destination service. The driver will assist the user in boarding and alighting the vehicles only. Additionally, the driver will assist the participant in loading, securing, and unloading packages to and from the vehicle, as well as the use of wheelchair lifts, locks, tie downs, and seat belts.
6. Only operators, STEP personnel, RVT personnel, paying participants (including personal care attendant) and other authorized program participants are allowed on RIVER VALLEY TRANSIT+ vehicles.
7. STEP shall make any problems regarding RIVER VALLEY TRANSIT+ service known to RVT as soon as they develop. Serious problems shall be followed up with a written explanation within seven (7) days. RVT, in turn, will follow this same procedure in communicating any serious problems or changes regarding RIVER VALLEY TRANSIT+ service that impact STEP.

G. ADDITIONAL CONDITIONS

1. RVT may reimburse STEP for expenses incurred which is a direct result of providing transportation services under the RIVER VALLEY TRANSIT+ program. Any and all such expenses, not explicitly covered in this contract, must receive prior approval from RVT to be eligible for reimbursement. RVT is under no obligation to pay for expenses which have not received prior approval from RVT. STEP shall keep all receipts of such expenses and make them available to RVT. RVT reserves the right to refuse approval of such payments at any time.

2. Ineligible Trips

Any trips provided by STEP which do not meet the requirements listed above shall be provided solely at STEP's discretion and not subject to reimbursement from RVT under the RIVER VALLEY TRANSIT+ program.

3. Spare Ratios

It is STEP's responsibility to ensure that all individuals certified by RVT as ADA eligible, who request transportation, are transported to their destinations within the limits set forth in this contract. Should demand exceed capacity, it is STEP's responsibility to provide additional vehicles in order to satisfy any increased levels of demand within the fiscal

parameters set forth in RVT's plan for complementary paratransit service.

SECTION FIVE - VEHICLE STANDARDS

General standards for all STEP vehicles, related equipment, and accessories include, but are not necessarily limited to:

- A.** STEP will provide all passenger vehicles and equipment needed to operate this service. STEP will provide vehicles and other equipment for which the service is designed. All vehicles must be accessible for those clients who are non-ambulatory or semi-ambulatory. STEP vehicles that are used to transport all RVT certified clients must comply with the Motor Vehicle Safety Standards as established by the U.S. Department of Transportation and the Pennsylvania Department of Transportation.
- B.** Functioning two-way radio capable of providing communication between the vehicle and STEP's base radio, for all locations within the RIVER VALLEY TRANSIT+ service area.
- C.** All STEP vehicles to be used for RIVER VALLEY TRANSIT+ service will be easily accessible and have functioning seat belts. STEP must provide portable lifts/ramps on each vehicle for the use of ambulatory passengers who may have difficulty boarding the vehicle.
- D.** All vehicles must have functioning heating.
- E.** All vehicles must carry first-aid and emergency kits. Emergency kits shall carry at a minimum flares or reflective triangles, and a crow bar or tire iron.
- F.** All vehicles will be maintained clean of debris inside and out.
- G.** STEP shall maintain documentation of all pre-trip and post-trip inspections that also include inspections of ADA accessible equipment on the vehicle.

SECTION SIX - INSURANCE/INDEMNIFICATION

A. INSURANCE

STEP shall provide all necessary and appropriate vehicle and liability insurance for vehicles owned by STEP. STEP shall provide to RVT proof of liability insurance in an amount not less than three (3) million dollars combined single limit for bodily injury and

property damage. Said insurance must cover all vehicles, equipment and employees and must be approved by RVT. A copy of STEP's Certificate of Insurance is to be forwarded to RVT within thirty (30) days of the signing of the contract for RIVER VALLEY TRANSIT+ service. RVT shall be named as an additional insured on STEP's insurance policy. Any change in insurance shall require immediate notification to RVT.

B. INDEMNIFICATION

STEP will indemnify and hold RVT, its agents, servants and employees harmless from any liability to third persons arising out of the performance of this agreement, whether or not caused by the negligence of STEP. STEP shall also indemnify, defend and hold RVT, its agents, servants and employees harmless from and against any and all loss liability claims and damages and expenses (including without limitation attorney's fees) resulting from or arising out of the failure to furnish and maintain the insurance policies required above. Nothing in this paragraph is intended to waive any immunity protections held by RVT.

SECTION SEVEN - CONTRACT PROVISIONS

A. TERM OF CONTRACT

The contract will be in effect until August 31, 2022. The date of service commencement shall be August 1, 2021. With STEP's concurrence, RVT reserves the right to extend this contract for up to two additional one year periods.

B. MODIFICATION OF CONTRACT

The contract cannot be altered or modified in any respect except by a written instrument signed by duly authorized representatives of both STEP and RVT. STEP reserves the right to renegotiate the terms of the contract. RVT reserves the right to renegotiate/re-bid the contract if the annual cost of providing ADA complementary service changes per appropriate documentation of costs.

C. MODIFICATION OF SERVICE

RVT reserves the right to set limits on service availability and/or costs if deemed necessary. RVT will give ten (10) days written notice of any such limits.

Capacity constraints will be instituted on the off-chance that demands turns out to be much greater than expected and RVT's budget cannot provide the capacity to meet all trip requests. A monthly allotment system will be utilized to spread those unmet trip requests across the entire year rather than concentrating them in the last month or two. Monthly budget quotas will be allotted in order to assure that funds are retained for the

latter months in the unlikely event that actual demand overwhelms supply.

D. TERMINATION OF CONTRACT

The City or STEP will provide thirty (30) days prior written notice before any decision to terminate the contract for any reason.

(1) Termination for Convenience.

The City may terminate this contract, in whole or in part, at any time by written notice to STEP. STEP shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. STEP shall promptly submit its termination claim to the City to be paid STEP. If STEP has any property in its possession belonging to the City, STEP will account for the same, and dispose of it in the manner the City directs.

STEP may terminate this contract, in whole or in part, at any time by written notice to the City. STEP shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. STEP shall promptly submit its termination claim to the City to be paid STEP. If STEP has any property in its possession belonging to the City, STEP will account for the same, and dispose of it in the manner the City directs.

(2) Termination for Default.

If STEP does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, STEP fails to perform in the manner called for in the contract, or if STEP fails to comply with any other provisions of the contract, the City may terminate this contract for default. Notice of potential default will be issued in writing to STEP who will have ten (10) days to respond in writing to said notice. If the matter is not resolved, termination shall be effected by serving a notice of termination on STEP setting forth the manner in which STEP is in default. STEP will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

In the event the City fails to pay an invoice within sixty (60) days, STEP may terminate

this contract for default. Notice of contract default will be issued in writing to RVT who will have ten (10) days to respond in writing to said notice. If the matter is not resolved, termination shall be effected by serving a notice of termination on the City setting forth the manner in which the City is in default.

(3) Termination for Cost-Type Contracts. (If Applicable)

The City may terminate this contract, or any portion of it, by serving a notice of termination on STEP. The notice shall state whether the termination is for convenience of the City or for the default of STEP. If the termination is for default, the notice shall state the manner in which STEP has failed to perform the requirements of the contract. STEP shall account for any property in its possession paid for from funds received from the City, or property supplied to STEP by the City. If the termination is for default, the City may fix the fee, if the contract provides for a fee, to be paid STEP in proportion to the value, if any, of work performed up to the time of termination. STEP shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid STEP.

If the termination is for the convenience of the City, STEP shall be paid its contract close-out costs, and a fee, if the contract provided for a payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City determines that STEP has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of STEP, the City, after setting up a new work schedule, may allow STEP to continue to work, or treat the termination as termination for convenience.

**SECTION EIGHT - COMPLIANCE, EQUAL OPPORTUNITY AND OTHER LAWS
INCORPORATED HEREIN**

The following statues and regulations are binding upon RVT and must be incorporated into any sub-contract executed by RVT. STEP must include these provisions in any related contract executed to provide service to RIVER VALLEY TRANSIT+ clients.

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, STEP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. STEP shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer recruitment or

recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. STEP further agrees to insert a similar provision in all sub-contracts.

B. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

C. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of the public body or of a public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

D. DEBARRED BIDDERS

Neither STEP, nor any officer of a controlling interest holder of STEP, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

E. DBE POLICY

It is the policy of the U.S. Department of Transportation and of the City of Williamsport that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26 and Disadvantaged Business Enterprise Affirmative Action Plan of the City, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

F. SANCTIONS FOR NONCOMPLIANCE

In the event of STEP's noncompliance with the nondiscrimination provisions of this contract, RVT shall impose such contract sanctions as it or the Federal Transit Administration (FTA) may determine to be appropriate, including, but not limited to:

- 1) Withholding of payments to STEP under the contract until STEP complies, and/or
- 2) Cancellation, termination or suspension of the contract, in whole or in part.

G. DRUG-FREE WORKPLACE ACT OF 1988

STEP shall be subject to the Drug-Free Workplace Act of 1988 as published in 49 CFR

Part 29 of the Act on January 31, 1989 in the Federal Register. Compliance is required of federal grantees and their subcontractors.

H. SUBSTANCE ABUSE POLICY

STEP shall be subject to the Drug and Alcohol Testing as outlined in 49 CFR Part 655 and Part 40, as amended. Compliance is required of federal grantees and their subcontractors as of January 1, 1996.

In the event STEP employee should test positive, said employee will not be permitted to perform duties covered under this agreement.

RVT reserves the right to conduct an audit to include but not limited to the following elements:

- Contracts with collection sites
- Contracts with Medical Review Officers (MRO)
- Contracts with Substance Abuse Professional (PRO)
- Contracts with laboratories*

* RVT reserves the right to review quantity of reports from testing laboratory.

STEP shall provide to RVT a copy of their Substance Abuse Policy.

As required by Federal regulations, STEP is required to annually submit to RVT an FTA Drug Testing Management Information System (MIS) Data Collection Forms as indicated below:

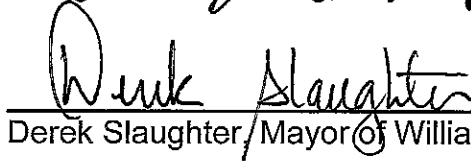
- FTA Drug Testing MIS Data Collection Form (OMB No. 0930-0158)
- FTA Alcohol Testing MIS Data Collection Form (OMB No. 2105-0529)

no later than March 1st of each calendar year.

In witness whereof, the parties of this agreement, the CITY OF WILLIAMSPORT - RIVER VALLEY TRANSIT as Contractor and LYCOMING-CLINTON COUNTIES COMMISSION FOR COMMUNITY ACTION (STEP), INC. as Sub-contractor hereby agree to be legally bound by this Contract. The effective date of the Contract shall be as specified below and determined by the Contractor.

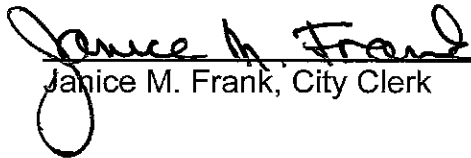
CITY OF WILLIAMSPORT


Margaret J. Woodring, City Controller


Derek Slaughter, Mayor of Williamsport

7-22-21
Date

ATTEST:


Janice M. Frank, City Clerk

LYCOMING-CLINTON COUNTIES
COMMISSION FOR COMMUNITY ACTION
(STEP), INC.

Jim Plankenhorn, President & CEO

Date

WITNESS:

EFFECTIVE DATE: _____