

RESOLUTION APPROVING TRANSPORTATION SERVICES CONTRACT AMENDMENT FOR HEALTH RELATED TRANSPORTATION, ACDJFS CONTRACT NO. 24-3004-HRT

WHEREAS, Patrick Arcaro, Director of the Ashtabula County Department of Job & Family Services has presented a Contract Amendment for the approval of the Board, to-wit:

Original Contract Date: October 1, 2023

Contract No. 24-3004-HRT

Provider: Black Eagle Transit Company

Service: Amendment to Health Related Transportation contract, increase funds.

Amendment: Availability of Funds

Increases available funds for 10/01/2023 – 09/30/2024 in the amount of **\$150,000.00**

Total available funds increases from **\$700,000.00 to \$850,000.00**

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract Amendment is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-382

August 13, 2024

**RESOLUTION APPROVING TRANSPORTATION SERVICES CONTRACT
AMENDMENT FOR HEALTH RELATED TRANSPORTATION, ACDJFS CONTRACT
NO. 24-3004-HRT**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

PURCHASE OF TRANSPORTATION SERVICE CONTRACT FOR HUMAN SERVICE
PROGRAMS

Contract # 24-3004-HRT

This contract made and entered into on the 1st day of October 2023 by and between the Ashtabula County Job & Family Services and the Ashtabula County Board of County Commissioners or its governing body (hereinafter referred to as ACJFS), and Black Eagle Transit Co. located at: 1753 West Prospect Road, Ashtabula, Ohio 44004, and whose phone number is: 440-992-2156, (hereinafter referred to as Provider) to provide transportation services for a variety of programs to ACJFS.

Pursuant to Title XIX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job & Family Services, the ACJFS is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the contract.

1. **Purchase of Service:** Subject to terms and conditions set forth in this contract and the attached Exhibits (such exhibits are deemed to be a part of this contract as fully as if set forth herein), ACJFS agrees to purchase for, and Provider agrees to furnish to, eligible individuals those specific services as detailed in Exhibit I, (the Request for Proposal and the Provider's Proposal).
2. **Purpose:** ACJFS and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers, to establish a cooperative, comprehensive county plan for an effective ACJFS transportation program. Provider agrees to ensure that the funds included in this Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the Departments and state and federal and local laws, as well as the federal terms and conditions of the grant award.
3. **Contract Period:** This contract will be effective from October 1, 2023, through September 30, 2024, inclusive, and thereafter subject to renewal, at ACJFS' option, for up to two (2) additional time periods unless otherwise terminated.
4. **Availability of Funds:** Payment for all services provided in accordance with provisions of this contract are contingent upon availability of (and will not exceed the total of) local, state and federal matching funds. The total amount of reimbursement available under this contract will not exceed:

\$700,000.00
5. **Cost and Delivery of Purchased Services:** Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit II showing individual rates.
6. **Eligibility of Services:** Eligibility shall be considered when ACJFS determines the participant to be eligible for one or more of the following programs: **Title XX transportation, Non-emergency Transportation (NET), Pregnancy Related Services Transportation (PRS)**. Employees of the Provider cannot transport their own family or themselves to appointments that are paid for by ACJFS. Exceptions to this policy will be reviewed and approved or denied on a case-by-case basis by ACJFS.
7. **Non-Eligible Service:** Individuals who are not eligible for the Human Services programs may use transportation as space permits, with the cost of service being recovered as outlined in a separate agreement by Provider and the referral agency. Individuals eligible for ACJFS Programs shall have priority over all others when ACJFS has authorized the purchase of service.

8. **Fees:** No additional fees will be charged by the service provider to ACJFS eligible individuals for authorized service. Non ACJFS clients who may ride with that individual will be charged the normal and customary fare.
9. **No Show Fees:** A Provider cannot charge "no show" fees due to state Medicaid payment rules that do not allow billing for services not rendered.
10. **Payment for Purchased Service:** Monthly invoices are due to ACJFS by the 15th of the month following the month of service. Repeated untimely and/or incorrect invoices will be grounds for termination pursuant to Contract Section 14, Termination. ACJFS is not responsible for delayed payments due to late, incorrect or incomplete invoices. All invoices submitted will be subject to audit and adjustments by ACJFS and the Ohio Department of Job and Family Services (ODJFS) after payment is made. Attention is directed to Contract Section 25, Responsibility for Audit Exceptions.

The funding for this Subgrant Agreement utilizes Federal funds awarded to County which are so identified as follows:

Federal Award Project Description: FFY 2024 Transportation

Name of Federal Awarding Agency: Department of Health and Human Services

Catalog of Federal Domestic Assistance (CFDA): OWF, PRC CCMEP 93.558; SNAP ET/ABAWD, SNAP ET, LEAP 10.561

Federal Award Identification Number (FAIN): Not available at this time

Federal Award Date of Award to the Recipient by the Federal Agency: October 1, 2023

Is the Award Research and Development: No

Indirect Cost Rate for the Federal Award (if applicable) (including if the de minimis rate is charged per 2 CFR 200.414 and 45 CFR 775.414): Not applicable as indirect costs are not charged to this agreement

11. **Invoice Format:** Provider's invoice will consist of:

- (1) A one-page summary invoice signed by an authorized representative and will include:
- Contract number
 - Service month and year
 - Provider's name, address, telephone number and billing contact person's name
 - Total amount invoiced for the month
- (2) An electronic spreadsheet (provided by ACJFS or another approved format agreed to by both ACJFS and Provider). Provider will include all service provided during the service month on the spreadsheet and the following information for each trip:
- ACJFS program to be charged
 - Date of trip
 - Client last name

- Client first name
- Client pickup address
- Client destination address
- Stop(s) address(es)
- PCA (personal care assistant) name(s) or indication if person is a PCA
- Total trip mileage
- Mileage rate
- Number of one-way trips per passenger
- Wait start & stop times
- Total wait minutes being charged
- Wait time rate
- Indication if trip is a lift
- Total trip charge
- Indication of whether trip was shared with other ACJFS client (to split cost of trip)
- Driver's name
- Report no-shows and cancellations as that could affect the eligibility of the client.

12. **Splitting the Cost of Trips:** Provider is required to split the charge among all ACJFS client passengers for multiple passenger trips.
13. **Duplicate Billing:** Provider warrants that claims made to ACJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of public funds for the same service.
14. **Amendment of Contract:** This contract may be amended at any time by a written amendment signed by both parties.
15. **Termination:**
 - a. In the event that Provider does not faithfully and promptly perform its responsibilities and obligations under this contract as determined by ACJFS, ACJFS may terminate the contract by providing Provider with written notice thirty days in advance of the termination date.
 - b. In the event that ACJFS does not faithfully and promptly perform its responsibilities and obligations under this contract, Provider may terminate the contract by providing ACJFS with written notice thirty days in advance of the termination date.
 - c. This contract may be terminated by mutual agreement of the parties. If terminated under this provision, the effective date of termination will be thirty days after the date on which the two parties reach their decision.
 - d. Notwithstanding Sections (a), (b), and (c) of this Article, if the federal and/or other funds designated for the individual program are not available or substantially reduced to ACJFS in an amount adequate to support the activities under this contract as determined by ACJFS, ACJFS may terminate this contract. Such termination is not subject to advanced written notice but will be effective on the date federal and /or other funds are no longer available, or later as stipulated by ACJFS and all reimbursement to Provider will cease as of that date.
16. **Subcontracting:** When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, Provider may subcontract. All such subcontracts will be in the same form as this contract

and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release Provider of its liability under this contract. Provider is responsible for making direct payment for such services.

17. **Independent Contractors**: Providers, agents, and employees of Provider or the subcontractors will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or ACJFS.
18. **Vehicle Maintenance and Inspection**: The Provider agrees to provide documentation upon request that an annual vehicle inspection for each vehicle has been conducted by the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Exhibit I (Request for Proposal) Appendix I-A. The failure to provide documentation may result in suspension of the contract and/or contract termination.
19. **Background Checks**: The Provider agrees to provide copies of background checks, driver's license, and a certified driving history from the Bureau of Motor Vehicles of the Ohio Dept. of Public Safety, for all employees that provide direct services to transportation participants, to ACJFS within 30 calendar days of entering into an agreement and within 30 days of new hire.
20. **Incident and Accident Reports**: Provider will provide ACJFS with a written report of all incidents or accidents within 48 hours of the occurrence. Reports will be provided immediately or as soon as reasonably possible in cases of ACJFS passenger injury or death.
21. **On Time Performance**: The Provider agrees to arrive within the range time. Range time is defined as 15 minutes either side of the scheduled time. Provider agrees to ensure at least a 95% on time performance rate. Any questions regarding a pickup must be verified with Provider's base while the driver is at the pick-up site. If the late pick up is a result of Provider's inability to locate the pick-up site, ACJFS will not pay for additional mileage incurred while attempting to locate the pick-up site.
22. **Complaint Procedure**: Provider and ACJFS will implement a written complaint procedure to report and resolve any passenger complaints.
23. **Communication**: Provider vehicles and/or drivers will be equipped with some form of two-way communication at all times, i.e., two-way radio, cellular phone.
24. **Financial Records**: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and ACJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 25 of this contract.
25. **Responsibility for Audit Exceptions**: Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of this contract.
26. **Availability and Retention of Records**: All records relating to costs, work performed and supporting documentation for invoices submitted to ACJFS by the provider along with copies of all deliveries submitted to ACJFS pursuant to this contract shall be retained and made available by the provider for audit by the State of Ohio (including but not limited to ODJFS, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States

government for a minimum of three years after payment under this contract. If an audit is initiated during this time period, the provider shall retain such records until the audit is concluded and all issues resolved.

27. **Confidentiality**: Provider agrees that information concerning eligible individuals shall only be used in support of the ACJFS programs. Disclosure of information by Provider, Provider's employee's, Provider's Sub or Independent contractor for any other purpose is prohibited except upon the written consent of the eligible individual. Both Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.
28. **Civil Rights**: ACJFS and the Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. The Provider hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42) and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FNS. In addition, the Provider agrees to provide assistance to persons with Limited English Proficiency (LEP) in their programs and activities as further outlined in Executive Order 13166, reprinted at 65 FR of the Title VI Civil Rights Act. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract. Any non-compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
29. **Indemnity and Insurance**:
- a. Indemnity: Provider agrees that it will, at all times during the existence of this contract, indemnify and save harmless the ACJFS and the Ohio Department of Job & Family Services and their employees, and the Ashtabula County Commissioners, against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
- b. Insurance: Provider will maintain insurance coverage in an amount reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which could cause injury or death resulting from the lawful performance of this Contract.
- Minimum coverage for General Liability in the amount of \$1,000,000.00 each occurrence and Automobile Liability \$1,000,000.00 each occurrence. Any lapse in coverage may result in suspension of the contract and/or contract termination.
30. **Monitoring and Evaluation**: ACJFS and the Provider will monitor the manner in which the terms of the contract are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider. The Provider agrees to provide ACJFS reports relative to the effective operation of the program as specified in Exhibit I. ACJFS may perform at least one on-site monitoring visit during the contract period. Provider and ACJFS may meet at

mutually agreed upon times for the purpose of reviewing service data and contract issues.

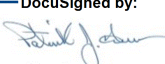
31. **Accessibility of Program to the Public:** ACJFS and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
32. **Accessibility to the Handicapped:** Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45CFR, Part 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
33. **Maintenance of Service:** The Provider certifies that the services being reimbursed are not available from the provider on a non-reimbursable basis or for less than the unit cost. The provider certifies that they will not use the federal funds to supplant non-federal funds for services.
34. **Referral:** ACJFS and Provider agree that the responsibility and control of the referral process remains with ACJFS. Provider will not exclude or reject a referral without the consent of ACJFS.
35. **Equal Employment Opportunity:** The Provider will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.
36. **Patent Rights, Copyrights and Rights in Data:** All contracts are subject to the provision and conditions of Patent Rights and Copyrights and Rights in Data.
37. **Clean Air:** For contracts exceeding \$100,000.00, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
38. **Debarment:** The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. For contract exceeding \$100,000.00, the provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
39. **Lobbying:** The Provider certifies that no funds appropriated by this contract will be used for lobbying as described in 31 USC 1352. For contracts exceeding \$100,000.00, the selected provider shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
40. **Licensing:** The Provider agrees to possess and maintain current all applicable business permits and licenses including those relevant to the operation of a taxicab and or transportation service. Any lapse in permits, licenses or certifications will result in contract suspension, pending termination. Provider agrees to provide copies of same to ACJFS upon request.
41. **Americans with Disabilities Act:** The Provider agrees to comply with the Americans with Disabilities Act of 1990.
42. **Child Support Enforcement:** Provider agrees to cooperate with ACJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of the provider meet child support obligations

established under state law. Further, by executing this contract, the provider certifies present and future compliance with any court order for withholding of support which is issued pursuant to sections 3113.21 and 3113.214 of the Ohio Revised Code.

43. **Partial Invalidity**: A judicial or administrative finding or decision that any part of this contract is illegal or invalid shall not invalidate the remainder of the contract.
44. **Prohibition of Assignment of Claims**: The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 is prohibited.
45. **Conflict of Interest**: Provider shall not engage in any conflict of interest actual or apparent, or attempt to influence the selection, award, or administration of a contract under ACJFS.
46. **Accreditation and Compliance with Tax, License, and Insurance Requirements**: The Provider shall comply with all federal, state and local laws and accreditation and compliance with tax, license and insurance requirements. All required insurance shall be kept current throughout the term of the contract.
47. **Drug Free Workplace**: The Provider agrees to comply with all federal, state, and local laws relating to the Drug Free Workplace Act.

Therefore, the below listed parties enter into this contract as stated in Sections 1 through 47 inclusive.

SIGNATURES:

DocuSigned by:

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Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

09/08/23
Date

DocuSigned by:

04F95297E381476...
Black Eagle Transit Co.

9/12/2023
Date

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9/20/2023
Date

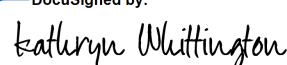
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Ashtabula County Board of Commissioners

Exhibit I

(Program Description)

**Request for Proposals
For
Transportation Services**

**Health Related Transportation
Employment Related Transportation**

Issued by:

**The Ashtabula County Job & Family Services
(ACJFS)
2924 Donahoe Drive
Ashtabula, Ohio 44004**

Issue Date:

June 13, 2023

RFP Number:

ACJFS RFP #4-23

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Health Related & Employment Related Transportation Services

I. Introduction

The Ashtabula County Job & Family Services (ACJFS) and the Ashtabula County Board of County Commissioners, or its governing body, is accepting proposals for Transportation Services for within and outside of Ashtabula County serving Ashtabula County residents determined eligible for Prevention, Retention and Contingency (PRC), Ohio Works First (OWF), Food Assistance Employment and Training (FAET), Title XX Social Services Block Grant (Title XX), Non-Emergency Transportation (NET) and/or Pregnancy Related Services (PRS). Transportation options are needed for transport to health care appointments, employment, school, daycare facilities, or other locations deemed necessary under supportive services for FAET.

It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service. Applicant proposals must demonstrate ability and experience in providing the service.

Ride Data

For the period of 10-1-21 to 9-30-22, 31,041 rides were provided to participants of the program/eligibility categories referenced. A ride equals 1 passenger transported 1 way.

The term "Applicant" as used in this RFP refers to the individual or entity submitting a proposal.

The term "Provider" as used in this RFP refers to an "Applicant" who is selected to receive a contract or sub-grant agreement as a result of this RFP process.

The term "Agreement" as used in this RFP refers to either a contract or sub-grant agreement award.

As a result of this RFP process and based on the quality of proposals received, ACJFS may proceed in any of the following manners including but not limited to:

1. Award an agreement to one or more applicants for the provision of transportation services. Agreements are awarded based on available funding per program/eligibility category (PRC, OWF, FAET, Title XX, NET & PRS) and ACJFS' determination of need for each program. ACJFS may award an agreement to an applicant for one or more of the program/eligibility categories.
2. Reject any or all proposals, or any part thereof without cause.
3. Not award an agreement through this RFP process, based on the quality of the proposals submitted.
4. Not select any applicant should ACJFS decide not to proceed.
5. Waive any informality in the proposals.

ACJFS reserves the right, if necessary, to contract with multiple applicants to develop a comprehensive transportation coordination, scheduling, and service delivery plan to best meet the needs of those determined eligible for program/eligibility categories.

II. RFP Schedule and Submission Information:

RFP Schedule of Important Dates:

RFP Release	Date: 6-13-23
Question Period Begins	Date: 6-13-23
Pre-Proposal Conference	Date: 6-26-23 @ 10:00 a.m.
Question Period Ends	Date: 6-26-23 @ 4:00 p.m.
Proposals Due to Ashtabula County Board of Commissioners	Date: 7-14-23 @ 2:30 p.m.
Agreement Effective Date	Date: 10-1-23

Pre-Proposal Conference:

A pre-proposal conference will be held on June 26, 2023, at 10:00 a.m. at
ACJFS: 2247 Lake Avenue – OhioMeansJobs office, Ashtabula, Ohio 44004.

Contact Person:

All proposal process questions must be in writing and sent via email or fax prior to 4:00p.m. on 6-26-23 to:

ATTN: Renee Dragon, Program Evaluator
Email: RENE.E.DRAGON@jfs.ohio.gov
Fax: 440-998-4253

Proposal Delivery:

Mail or deliver one (1) master copy and three (3) duplicates (total of 4) of the entire written proposal in a sealed envelope or package in the required format to:

The Ashtabula County Board of Commissioners
Attention Lisa Hawkins
25 West Jefferson Street
Jefferson, Ohio 44047-1092

The sealed envelope containing the proposal must be received no later than 2:30 p.m. on 7-14-23
and clearly marked with the applicant's name, address and RFP number:

ACJFS RFP #4-23

III. Applicant Requirements, Inspections and Compliances:

Applicants shall understand, agree, and comply with the following sections:

Requirements:

1. Be a formally organized business or service agency providing the services proposed.
2. Operate the business in compliance with all applicable federal, state, and local laws, and shall comply with:
 - a. non-discrimination laws, federal wage and hour laws, and workers' compensation laws in the recruitment and employment of individuals.
 - b. non-discrimination laws in the provision of services.
 - c. federal rules and statutes take precedence over these conditions in cases where discrepancies between these exist.
 - d. all Federal, State of Ohio, and local laws, rules, executive orders and other legal requirements as they apply to public transportation including drug abuse and alcohol misuse requirements as appropriate.
3. Provide evidence supporting financial responsibility in the coverage of participant loss due to theft, property damage, or personal injury, and have a written procedure which identifies the steps a participant must take to file a liability claim.
4. Have a written procedure for reporting, documenting, investigation and follow-up of all participant incidents and complaints.
5. A provision of any Agreement entered into with ACJFS requires that Applicants must perform background checks of all employees that provide direct services to transportation participants. A criminal background check must be performed in accordance with section 109.572 of the Revised Code for each direct service employee and applicant. The result of the criminal background check must substantiate that no direct service employee or applicant on whom the criminal background check was performed has ever been convicted of or pleaded guilty to any offence listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code.
6. Applicants must comply with the Drug Free Workplace Act.
7. It is the responsibility of the Applicant to be aware of and maintain all required licenses and certifications necessary to provide the proposed service.
8. The Applicant shall document that all utilized vehicles have insurance in compliance with Ohio's financial liability law requirements. A copy of the certificate of insurance and vehicle registration shall be maintained in each vehicle.
9. The Applicant shall document that all vehicle operators and owners maintain proof of financial responsibility as required in section 4509.101 of the ORC for motor vehicles.
10. The Applicant shall document that each vehicle operator has current/valid Ohio motor vehicle operator's license or a license appropriate to the vehicle (i.e., commercial driver's license) and have at least two years of licensed driving experience.
11. The Applicant shall document that an annual OBMV check on vehicle operators has been successfully completed. ACJFS reserves the right to request verification of a current driving record for any direct service worker.
12. The Applicant shall ensure that drivers are trained and knowledgeable in hands-on transfer techniques prior to transporting participants which will include but not be limited to: observation for signs of difficulty, proper way to offer to assist participant, proper assistance techniques and that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair-bound participant.

Inspections and Compliances:

The Applicant is responsible for assuring the safety of each vehicle used to transport participants according to these standards:

1. The Applicant shall have a written plan for regularly scheduled maintenance and safety inspection of vehicles used and must document compliance with the plan.
2. Per O.R.C. 4766.04(A) any person who furnishes, operates, conducts, maintains, advertises, engages in, or proposes or professes to engage in the business or service of transporting people who are seriously ill, injured, or otherwise incapacitated or who require the use of a wheelchair or are confined to a wheelchair are required to be licensed by the Ohio Division of Emergency Medical Service.

3. All vehicles shall:
 - a. Be equipped with seat belts for each individual transported, unless the vehicle is exempted by state law.
 - b. Have documentation that an annual safety inspection has been conducted through either the Ohio State Highway Patrol safety inspection unit, or a certified mechanic as outlined in Appendix I-A.
 - c. Vehicles designed for transporting five or more individuals shall be equipped with emergency equipment specified in Appendix I-A.
4. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - a. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used
 - b. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B.

IV. Proposal Specifications & Format:

Proposal Information:

All proposals submitted in response to the RFP will become the property of ACJFS and may be returned only at ACJFS' option and at the applicant's expense. In order to ensure fair and impartial evaluations, Proposals and any documents or other records related to a subsequent negotiation for a final agreement that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the agreement.

Proposal Cost:

The costs of developing proposals are entirely the responsibility of the applicant and shall not be chargeable to ACJFS under any circumstances. ACJFS is under no obligation to compensate the applicant for any expenses incurred as a result of the RFP process.

Proposal Communication:

From the issuance date of this RFP, until the evaluation of proposals has concluded, there may be no communications concerning this RFP between any applicant or possible applicant and any employee of ACJFS, or any other individual who in any way is involved in development or selection process of this RFP or the submitted proposals. All verbal communication must be restricted to the pre-proposal conference. Questions must be submitted in writing. Any verbal questions will not be answered except at the pre-proposal conference. Attempts to make prohibited communications by potential applicants may result in the disqualification of those applicants' proposals.

Proposal Format:

To assure each proposal receives the same orderly review, it is required that all proposals be submitted in the format as described in this section. Proposals must be easily reproduced, on quality paper, single spaced, clearly formatted to Times New Roman (or similar) 12-point font, and not stapled (please use binder clips or paper clips, if possible.) The proposal, including one (1) master, and three (3) copies, must be in a sealed envelope. Each section 1 - 4 will be clearly identified with cover pages provided, and if possible, identification on each page explaining to which section it belongs.

The proposal must be organized in the following format:

Cover Page (not provided) - A proposal cover page is required, including the applicant's name, the RFP title & RFP number. The cover page must clearly identify the proposal as a "master" or "copy".

Proposal Checklist - (Attachment E) must be submitted with "Master" copy only. If an Applicant feels that any of the required documents is not applicable to their organization, a narrative is required and must be submitted with the appropriate cover page.

Section 1 - Application Information (Attachment A):

Applicants will complete this section, identifying organization name, address, and other background information. The master copy of each proposal must have an original applicant information page with an original signature in blue ink. The proposal must be signed by an individual who is authorized to bind the applicant contractually. The signature must indicate the title or position the individual holds in the applicant's organization. Unsigned proposals will be rejected.

Section 2 - Required Documents:

Applicants shall submit the following with their proposal: (Cover pages are provided in Attachment C for each item and must be included with the proposal, preceding, and identifying each required document).

A. Financial Statement Requirement: (with master copy only)

1. Most recent Financial Audit (prepared in accordance with Auditing Standards Generally Accepted in the United States of America). The audit report must cover a twelve-month period and be within the applicant's most recent two fiscal years.

-or-

2. If the applicant does not normally have an independent audit, ACJFS will accept a Compilation or Review Report prepared by an independent accountant for the applicant's most recent fiscal year end. The statement must be prepared in accordance with Statements on Standards for Accounting and Review Services Issued by the American Institute of Certified Public Accountants. These statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP).

In lieu of financial statements prepared on the accrual basis (GAAP), ACJFS will accept financial statements prepared on the cash or income tax basis of accounting with full disclosure.

- B. Articles of Incorporation
- C. Proof of Liability Insurance/Other Required Insurance
- D. Equal Employment Opportunity - Affirmative Action Plan
- E. Professional or Operating licenses
- F. Documents used for Monitoring
- G. Employee Training Program description
- H. If applicable: a copy of the license(s) to operate the taxicab company in each area of service
- I. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable
- J. Affidavit of Delinquent Personal Property Tax ORC 5719.042
- K. Affidavit of Non-Collusion
- L. Non-Discrimination Agreement O.R.C. 153.59
- M. Representations, Assurances, and Certifications document
- N. Certification Regarding Lobbying
- O. OMB Circular 2 CFR 200 Audit Certification Form
- P. Background checks of all employees that provide direct services to transportation participants.

Section 3 - Program Planning and Development:

The Program Planning and Development section must include the following information:

- A. Program description: Provide a description of how the program service specifications will be fulfilled. The description should demonstrate the applicant's understanding of the program as described in the RFP.
- B. Provide a summary of service and description for each of these areas:
 1. Days and hours service is available. ACJFS seeks to provide services 24 hours a day, 7 days per week.
 2. The number of years the applicant has been providing service(s) similar to the proposed service(s), resulting in relevant experience.
 3. Specifications:
 - (a). A detailed description of the Applicant's method of calculating a trip charge. ACJFS reserves the right to negotiate with individual applicants the method of charging trip mileage.

- (b). Define a round trip ride.
 - (c). Describe the method of charging a "shared" trip.
 - (d). Number of vehicles used to provide service, passenger capacities and number of wheel-chair lift equipped vehicles.
 - (e). Identify procedures to efficiently provide services to multiple passengers while avoiding excessively long trips.
 - (f). Schedule trips to ensure that the average waiting time for pick-up or delivery does not exceed fifteen (15) minutes from the stated pick-up or delivery time.
 - (g). Develop procedures to accommodate last minute requests, scheduling changes, late running vehicles, and "no-shows".
 - (h). Assure that ninety percent (90%) of shared-ride trips take no more than 60 minutes than the time required to accomplish the same trip, at the same time of day, under the same weather and traffic conditions, as on a non-shared basis.
 - (i). Report all incidents, accidents, or complaints to ACJFS within 24 hours of the occurrence. Any accident involving passenger injury needs to be reported to ACJFS immediately or if during
- C. Geographic service areas: Applicants shall provide a narrative that addresses how they plan to deliver services both within and outside of Ashtabula County.
- D. Organizational structure: State the history of the applicant organization. Include date of incorporation, main source of financial support, organizational chart, Board of Trustees and/or Advisory members.
- E. Applicant/Staff Qualifications: An explanation of qualified staff associated with the proposed service must be provided, as well as job descriptions for all positions addressed in the program description and budget in order to demonstrate an acceptable level of staff experience and capabilities in performance of the proposed service.

When completing sections 2 and 3, if an applicant feels that one or more of the requirements does not apply, a narrative reflecting the reason a requirement does not apply must be included.

Section 4 - Applicant Budget (Attachment B):

An electronic copy of applicant budget is available upon request.

All applicants are required to submit an Applicant Budget (Attachment B) which establishes a unit rate(s) for the proposed service. The unit rate shall include all costs associated with program including administrative, training, and record documentation. All rates included in the proposal are subject to negotiation if an applicant is awarded an agreement.

Unit of Service:

1. A unit of service is equal to one mile.
2. Proposals must include a standard all-inclusive rate per mile for all forms of transportation, all types of vehicles (standard passenger vehicle, van or mini-van, or wheelchair lift equipped vehicle). The standard rate must cover all trips either within Ashtabula County or Outside of Ashtabula County. The rate shall not include any type of "base" or "surcharge" fee.

Published Public Rates: Proposals must include published public rates if the Provider offers services to the general public.

V. Evaluation and Selection Process:

Proposal Evaluation:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the proposal adheres to the minimum requirements specified in the RFP. Proposals which adhere to the minimum requirements will be deemed "Qualified". Those which do not, will be deemed "Non-Qualified". Partial submissions or proposals submitted after the designated deadline will be determined to be "Non-Qualified". "Qualified" proposals will then be reviewed in Stage 2, in accordance with the review process.

Stage 1 Review:

"Qualified" proposals in response to the RFP must meet the following requirements:

1. **Timely Submission** - The proposal is received at the address designated in the RFP and according to instructions. Proposals mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.
2. **Completeness of Submission** - proposal submission must include:
 - a. Required number of copies: 1 master and 3 copies (4 total)
 - b. Section 1 Applicant Information Page (Attachment A)
 - c. Section 2 Required Documents A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P
 - d. Section 3 Program Planning & Development
 - e. Section 4 Applicant Budget, Published Public Rates, Other Negotiated Rates

Proposals which do not meet all of the above stage 1 review requirements will be deemed "Non - Qualified" and will not be reviewed in stage 2.

Stage 2 Review:

All "Qualified" proposals will be reviewed and evaluated. At any time during the review process ACJFS may request additional information from the Applicant. The evaluation will include, but will not be limited to:

- Information obtained from Program Planning and Development (Section 3):
 - A. Applicant's program description shows understanding of the services requested and provides a detailed description of how the service specifications will be fulfilled.
 - B.1 Ability to adequately service clients according to hours of operation as stated in RFP.
 - B.2 Applicant demonstrates experience with this service or similar service. If experience is not available, applicant shows they qualify to provide the services without prior experience.
 - Applicant has thoroughly defined the method of charging for trips.
 - The Applicant has sufficient vehicle capacity to meet the needs of the program.
 - Applicant demonstrates the ability and experience for scheduling of trips, shared rides, effective utilization of vehicle capacities, problem solve unforeseen changes in trip scenarios.
 - C. Applicant is able to meet the geographical needs of the service area.
 - D. & E. organizational structure, staffing level, qualifications and experience are sufficient to accomplish the requirements of the RFP.
- Cost of proposed service from Applicant Budget (Section 4):
 - The budget effectively defines the unit rate.
 - The budget is inclusive of only necessary costs associated with the program.

Following the Stage 2 Review, one or more Applicants may be invited to ACJFS for oral presentations if ACJFS determines oral presentations to be necessary. Information obtained during the presentation stage will be used in conjunction with Stage 1 and 2 review to complete the evaluation process.

Proposal Selection:

- Selection of one or more Applicants based upon the results of the Stage 1 and Stage 2 evaluations may result in the issuance of an agreement. Proposal selection does not guarantee an agreement for services will be awarded. If ACJFS and the Applicant are unable to successfully come to terms regarding the agreement, ACJFS reserves the right to terminate agreement discussions without cause. In this event, ACJFS reserves the right to select another Applicant from the proposal process, cancel the RFP, or reissue the RFP if this is deemed necessary. ACJFS may reject any and all proposals of providers/vendors that have a finding for recovery issue and/or issue that has not been resolved on the State Finding for Recoveries site, in accordance with 5101:9-4-07 (B) (9) of the OAC.

Acceptance and Rejection of Proposals:

The decision of the ACJFS and the Board of Ashtabula County Commissioners shall be final. The waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Applicant from full compliance with its specifications if the Applicant is awarded the agreement.

Per O.R.C. 307.862 section B.10:

(a) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject any proposal in which the applicant takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that ACJFS and the Board of Ashtabula County Commissioners considers to be excessive, compared to existing market conditions, or determines exceed the available funds allocated for this service.

(b) ACJFS and the Board of Ashtabula County Commissioners reserve the right to reject, in whole or in part, any proposal that has been determined, using the factors and criteria ACJFS and the Board of Ashtabula County Commissioners develops, would not be in the best interest of the county.

(c) ACJFS and the Board of Ashtabula County Commissioners may conduct discussions with applicants who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Post Selection Meeting:

The post-selection meeting may be utilized only by "Qualified" Applicants passing the first level review, who wish to obtain clarifying information regarding their non-selection. If an Applicant wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing within five days of the receipt of the non-selection notice. The request for a meeting should be sent to Renee Dragon at the address given in the Contact Person section.

VI. Award of Contract/Sub-grant Agreement:

Overview:

The agreement shall incorporate the terms, conditions and requirements of the RFP, the Applicant's proposal and all other agreements that may be reached. ACJFS will design, develop and implement the structure of the agreement. This RFP, the successful Applicant's proposal and other applicable addenda will become part of the final agreement.

Availability of Funds:

ACJFS reserves the right to not award an agreement through this RFP process, based on available funding.

Agreement Period:

The agreement has a tentative effective date of 10-1-23 through 9-30-24.

Invoicing:

Provider(s) will be required to submit a detailed invoice to ACJFS on a monthly basis in a format approved by ACJFS. Payments will be made based upon the agreed rate. Providers will report actual expenses monthly in a format approved by ACJFS. Payments will be reconciled periodically to ensure that total payments do not exceed actual expenses.

Performance & Monitoring:

ACJFS will monitor the manner in which the terms of the agreement are being carried out. ACJFS reserves the right to schedule monitoring visits at regular intervals or may request detailed reports from the Provider(s). Provider(s) agrees to provide ACJFS reports relative to the effective operation of the program. ACJFS may perform at least one on-site monitoring visit during the agreement period. Provider(s) and ACJFS may meet at mutually agreed upon times for the purpose of reviewing service data and agreement issues. Provider(s) must maintain records sufficient to document eligibility and any additional demographic data requested by the ACJFS.

See Attachment D for a sample Agreement for minimum contractual requirements of all ACJFS Providers. ACJFS reserves the right to add or delete agreement language to meet the project needs.

Confidentiality and Security:

The Provider agrees that information concerning eligible individuals shall only be used in support of the service program. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible individual. Both the Provider and ACJFS will complete the necessary consent forms with participants so that information can be exchanged as needed.

Publicity:

Any program descriptions, publicity releases, or other public references including but not limited to, both internal and external informational pamphlets, brochures, and media releases on the services provided under this agreement will clearly state that the services are funded by ACJFS. Provider assumes responsibility for the development and cost associated with these items and agrees to obtain approval from ACJFS before releasing promotional materials and/or items.

Applicable Laws and Rules:

Providers shall understand, agree with, and comply with the following:

1. Americans with Disabilities Act of 1990
2. Occupational Safety and Health Act of 1970
3. Equal Employment Opportunity Act
4. Documentation of licensure and certification by the Ohio Division of Emergency Medical Service, if applicable.
5. Any Federal, State and Local laws regarding the service.

If awarded an agreement which exceeds \$100,000.00, Providers shall understand, agree, and comply with the following:

6. Clean Air Act, as amended, 42 USC §§ AA 7401 et seq.
7. Certify that no funds appropriated by the agreement will be used for lobbying as described in 31 USC 1352. The Applicant shall submit a "Certification Regarding Lobbying" as required by 49 CFR part 20.
8. The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Provider shall submit an "Integrity Certification" regarding debarment, suspension, and other responsible matters.
9. Copeland "Anti-Kickback" Act
10. Davis-Bacon Act
11. Contract Work Hours and Safety Standards Act, sections 3702 and 3704
12. "Rights to Inventions" clause 37 CFR part 401
13. Federal Water Pollution Control Act
14. Solid Waste Disposal Act
15. Sanctions and penalties implemented due to administrative, contractual, or legal violations or breach of contract terms.

Patent or Copyright Liabilities:

The Provider will protect, defend, and hold free and harmless ACJFS, Ashtabula County, its officers, employees, agents, and Board of County Commissioners against all claims that any of the designs supplied hereunder infringe a U.S. patent or copyright. The Provider will pay all resulting costs, damages, and attorney's fees to defend Ashtabula County against such claims. ACJFS will promptly notify the Provider in writing of all claims, and the Provider will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, ACJFS agrees to permit the Provider, at Provider's option and expense, either to procure for ACJFS the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the RFP.

Software and Ownership Rights:

ACJFS will have ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of County funds. ACJFS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for County, State, and Federal government purposes (edited APM.4046. (5)).

ATTACHMENT A
TRANSPORTATION PROGRAMS
APPLICANT INFORMATION

AGENCY / ORGANIZATION NAME: BLACK EAGLE TRANSLIT CO.

ADDRESS: 5600 W. 58th St. ASHTABULA, OH 44004

PHONE: 440-992-2157 FAX: 440-992-9376

SERVICE SITE (if different than above): _____

ADDRESS: _____

PHONE: _____ FAX: _____

FEDERAL TAX I.D. NUMBER: 20-5417461

EXECUTIVE DIRECTOR/DIRECTOR: KYLE BROCKMAN Kyle@ashlandcitycab.com

PROGRAM COORDINATOR: JOYCE BOSWORTH EMAIL: citytaxicab@ashlandcitycab.com

FISCAL CONTACT: JOYCE BOSWORTH EMAIL: citytaxicab@ashlandcitycab.com

TERMS AND CONDITIONS

It is understood and agreed upon by the undersigned authorized individual that: Funds granted as a result of this request are to be expended for the purposes set forth and in accordance with all applicable laws, regulations, policies and procedures of this State, County, and the Ashtabula County Job & Family Services (ACJFS). Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the ACJFS shall be deemed incorporated into and become a part of this agreement. This request for proposal is being issued on the basis of the presumed availability of funds. ACJFS will not be liable should funds be eliminated or reduced. Completion of a proposal does not imply that ACJFS will fund a proposal. Proposals are subject to review by representatives of ACJFS. At its sole discretion, ACJFS may negotiate the unit price, or any other factors, prior to determining to enter or not to enter an agreement based on a proposal.

NAME, TITLE AND SIGNATURE OF AUTHORIZED INDIVIDUAL:

NAME: KYLE BROCKMAN SIGNATURE: [Signature]

(Note: original signature must be in blue ink)

TITLE: PRESIDENT DATE: 06/26/2023

Section 3
Program Planning and Development

Section 3 - Program Planning and Development

A. Program Description

Black Eagle Moving Company, DBA: Black Eagle Transit Co. program description will be implemented to fulfill the requirements of Ashtabula County Department of Job & Family Services (ACDJFS) Transportation Services. Black Eagle Transit Co. is fully qualified to provide transportation for non-emergency appointments. Our mission is to provide safe and courteous transportation to those that have been pre-approved by ACDJFS. It is our intention that each and every client will receive the highest quality service regardless of race, age, sex, physical or mental handicap, or medical condition. Black Eagle Transit Co. strives to provide a diverse and wide range of services to accommodate all of our customers' needs. ASAP calls requiring immediate (within 1 hour of ACDJFS "calling") will be scheduled if possible. Black Eagle Transit Co. will provide a prompt response to all requests for transportation, in order for us to remain a responsible and reliable provider for clients in and outside of the county.

Black Eagle Transit Co. is an Ohio corporation in good standing, fully licensed and qualified to conduct business within Ashtabula County, and the surrounding counties. All client information is handled in accordance with all statutes and kept confidential in accordance to HIPPA.

The hiring practices of Black Eagle Transit Co. ensures only the most qualified applicants are rigorously pre-screened for employment and that it complies with all Federal & State Acts such as the Civil Rights Act of 1964, Equal Pay Act, Age Discrimination in Employment Act, and American with Disabilities Act.

All drivers that are employed and contracted with Black Eagle Transit Co. are pre-screened with FBI & BCI background check in accordance with both O.A.C. 5160-15-14 & 5123-2-02, driving record check, drug screening and trained in providing the clients with the best possible ride. All drivers are familiar with the county and are able to timely pickup and drop-off. The drivers are at least 24 years of age with at least 2 years of driving experience. They are all CPR & First aid certified with-in 90 days of being hired, as well as, PASS certified prior to operating wheel chair capable vehicles. All drivers are drug tested at time of hire, post-accident depending on severity, and randomly throughout the year. Drivers take special care to physically inspect their vehicle before and after every shift.

Other staff also realizes the importance of these rides to the clients. They are dedicated to ensuring a seamless transition from calls requesting service to the dispatching to the pickup and delivery. They are trained that these calls must have first priority over other calls to ensure that the waiting time is at a minimum. "Will Call" for return will be prioritized by medical first then non-medical. Going into an appointment will be prioritized over return from appointments. All ACDJFS call slips are dispatched before other company charges. Lift returns usually have quicker response times than another vehicle might.

B. Summary of service:

1. Black Eagle Transit Co. is a for profit Ohio Corporation, operates 16 hours per day Monday - Friday, and limited weekends as scheduled.
2. Black Eagle Transit Co. is an affiliate of, City Taxi Cab & Transfer Co., which has provided transportation services for ACJFS since 1995. Black Eagle Transit is specifically purposed in providing contracted services to Medicaid, DODD, Schools, as well as, other various local and state level government agencies.

3. Specifications:

(A.) Flat rate one way fare for any Black Eagle Transit Co. trip will be \$12.24, regardless of whether it is inside or outside of the city of Ashtabula up to and including 3.4 miles starting at base. Trips are scheduled so that we may pick up close to 15 minutes before or after the scheduled pickup time.

(B.) Flat rate round trip fare will be \$24.48 up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the city of Ashtabula up to and including 3.4 miles starting at base.

(C.) Shared rides will be charged \$3.60 per mile. The total cost is divided by the total number of riders. We will wait only 5 minutes at each pickup to assure that the clients reach their destination on time.

(D.) Non flat rate trips will be charged a rate of \$3.60 per mile and calculated as follows, including one-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles; trips up to, and including 24.9 miles from base, are from base, to pick-up, to destination, and trips 25 miles or greater from base, are base, to pick-up, to destination, and back to base.

(E.) All fares outside of the "flat rate" definitions will be rounded up in half mile increments for invoicing.

(F.) Wait time is charged at a rate of \$.50 per minute for all trip types. First 5 minutes is free. Wait time is charged per vehicle, not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show, and leaving.

(G.) For local calls the shared rides will be grouped together by the appointment time, same general area, and same general destination. For Out of County calls, the call slips are combined by appointments times and same direction / general area of appointments. Wait time for shared rides may be up to 60 minutes. If the return is much later than all other riders in the vehicle, a separate vehicle may be scheduled to bring that client back. Regular call slips will be combined with Lifts, if at all possible, and depending on availability of seats.

(H.) No Shows: if the passenger is a no show and/or did not cancel the pickup ride 2 hours prior to the dispatch time the return ride will automatically be cancelled. We will not go and pick them up. Additionally, if a client is a no show three (3) times in the same month, or two (2) times consecutively, they will be omitted from receiving transportation for the remainder of the month in which the most recent no show occurred.

(I.) We will not call the customer to notify them that the driver is waiting outside, nor will we knock at their door. For customers that are in wheelchairs, they themselves or their assistant must bring them out to the vans and return them to their homes from the vans, without help from the drivers. If it is requested that the driver assist a wheelchair person, they must have a wheelchair accessible property.

(J.) All trips in a 10-mile radius will be given a pick-up time of roughly 30 minutes prior to the appointment time. All others will have earlier pickup times depending on the pickup location & destination and weather conditions. We will be using a standard of 25 miles per hour to gauge the amount of time needed to get the passengers safely and on time to their destinations. All times may be changed if due to ride sharing but no more than 60 minutes.

(K.) Procedure for last minute and or same day request: A worker from ACDJFS will call Black Eagle Transit Co. first, to be sure that we have a driver available to do the run. Once it is verified that the ride can be done the paperwork must be faxed or emailed over immediately.

(L.) Procedure for schedule changes: A worker from ACDJFS should call within 3 hours prior to the scheduled pickup time to make changes or cancel. Late running vehicles: We will call the passengers to let them know we are running late but normally during inclement weather we dispatch an extra 30-45 minutes earlier than normal to accommodate the road conditions without express permission from ACDJFS.

(M.) The form titled Unusual Incident Report will be used for any problems, accidents, injury, and unusual incidents within 24 hours via fax or e-mail. Complaints will be referred to ACDJFS.

(N.) Vehicle list below:

Vehicle	# Of Units	Passenger Capacity
WHEELCHAIR LIFT VAN	1	2 WC & 1 PASSENGERS
WHEELCHAIR LIFT VAN	2	1 WC & 5 PASSENGERS
FORD TAURUS SEDAN	4	UP TO 4 PASSENGERS
FORD EXPLORER SUV	2	UP TO 4 PASSENGERS
FORD E350 BUS	2	UP TO 14 PASSENGERS
CHEVY TAHOE SUV	1	UP TO 4 PASSENGERS
FORD FLEX SUV	2	UP TO 6 PASSENGERS

C. Geographical Service Areas

1. Primarily we cover all of Northeast Ohio, but Black Eagle Transit Co. will cover the 48 contiguous states if needed.

D. Organizational Structure:

1. See attached Organizational Chart.

E. Provider Staff Qualifications

1. See attached listing of job descriptions.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Operations Manager / CEO

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Contract

Job Description: Successful applicant will provide support, leadership, and direction to ensure delivery of all contracted services. Applicant will control the daily operations in compliance with the policies of the contracting agencies, as well as, with company policies.

Key Responsibilities:

- Effectively manage customer relations, and contracted services.
- Prepare RFPs, and bid for contracted services.
- Write and maintain company policies, and documents.
- Select and train all staff, and contractors.
- Oversee entirety of day-to-day operations, including invoicing, payroll, trips, and scheduling.
- Oversee vehicle maintenance plan, and ensure fleet availability to meet service requirements.
- Oversee safety and training programs, plans, and processes to ensure compliance with all necessary requirements.
- Conduct department audits, and ensure financial, safety, and operational requirements are met, and any other managerial duties as needed.

Work Experience Requirements:

- College degree, or equivalent business management experience.
- Experience with payroll, invoicing and accounting.
- Experience calculating, filing and paying quarterly taxes, as well as, employment benefits / insurances.
- Competency with QuickBooks, disbursement of payments, and reconciliation.
- Competency with computers, Microsoft Excel, and Office.
- Ability to manage company budget, assess financial performance, forecast, and meet operational / financial goals.
- 5 years transit experience, especially operational / scheduling.
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING, AND BACKGROUND CHECK REQUIRED.

Reviewed By:

Black Eagle Transit Co.
EEO / AA

440-992-2157

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Assistant Office Manager

License Requirement: Yes, Class D, Driver's License

Type of Position: Part Time

Job Description: Successful applicant will assist the Office and Operations Manager as needed. Input data into/from our integrated software, Excel spreadsheets, as well as, hand completed forms to be used in calculating Driver payroll, and monthly billing. Will manage the hiring process, as well as, safety and training programs for Driver and Transit operations. Will schedule and perform interviews of Driver applicants, and any required testing. Stay up to date with all job, and safety related compliances. Go over policies, job responsibilities, employee agreements, safety and training practices. Implement new safety and training procedures as required. Will also be required to learn Dispatch, as well as, other office roles and assist/fill in as needed.

Key Responsibilities:

- Review and input data for the purposes of calculating payroll, as well as, monthly billing.
- Broad knowledge of our operation for marketing, sales, recruiting and customer relations.
- Schedule and perform interviews, training and testing of Driver applicants.
- Ensure all Drivers are current with license, safety and training requirements.
- Ensure all safety and training policies are current, and compliant.
- Review companywide safety performance, determine cause and preventability for all incidents.
- Implement new hiring, safety, and training practices as needed.

Work Experience Requirements:

- Transit operation and safety experience.
- Human Resources experience.
- Secretary / clerical experience.
- Strong organizational and analytical skills.
- Proficiency with computers / Microsoft office.
- Drivers license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING AND BACKGROUND CHECK REQUIRED.

Reviewed By:

Black Eagle Transit Co.

EEO / AA

440-992-2157

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Dispatcher

License Requirement: Preferred, Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant will provide direction to, and maintain two-way communication with Drivers, as well as, making scheduling adjustments to maximize on time performance, minimize client wait time, and service disruptions with regards to vehicle / Driver availability.

Key Responsibilities:

- Assign trips, vehicles, and required equipment to Drivers.
- Maintain Dispatch logs, and pre-trip inspections.
- Input scheduled trips into our dispatching software.
- Input trip mileage, and pick-up / light times as called in by Drivers.
- Monitor on time performance, and make vehicle / schedule changes as necessary.
- Communicate by email, phone, and fax with customers, as well as, clients.
- Maintain a safe, clean, organized, and clutter free work environment.
- Ability to multitask, work independently, and follow directions.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- Familiarity with service area.
- Transit operation and dispatch experience.
- Customer service experience.
- Data entry / clerical experience.
- Strong organizational, math, and analytical skills.
- Proficiency with computers / Google Maps / Microsoft office.
- Supervision experience. (Preferred)
- Drivers license with clean MVR. (Preferred)
- PRE-EMPLOYMENT DRUG SCREENING AND BACKGROUND CHECK REQUIRED.

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Driver

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant is responsible for safely operating a transit motor vehicle.

Key Responsibilities:

- Operate motor vehicles safely, while maintaining cleanliness.
- Perform, and document pre / post trip vehicle inspections.
- Report vehicle defects, and unusual incidents as required.
- Assist passengers as needed, and ensure their comfort / safety.
- Successfully perform scheduled manifest by picking up clients, and delivering them on time.
- Communicate effectively with Dispatch via two-way communication system.
- Complete necessary training / testing to operate a wheelchair lift van.
- Complete CPR and First Aid training.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- 3 years driving experience. (Commercial preferred)
- Must be at least 24 years old. (Varies based on insurance provider)
- Must be able to pass a DOT physical.
- Must possess attitude of safety.
- Must have working cell phone. (Smart phone with GPS preferred)
- Familiarity with service area.
- Customer service experience.
- Team player, and must be flexible to schedule changes to accommodate company needs.
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING (Hair Follicle), AND FBI / BCI BACKGROUND CHECK REQUIRED. (OAC 5160-15-14 & OAC 5123-2-02)

Reviewed By:

Black Eagle Transit Co.
EEO / AA

440-992-2157

BLACK EAGLE TRANSIT CO.

-Job Description-

Location: 5600 W 58th St. Ashtabula, Ohio 44004

Job Title: Maintenance

License Requirement: Yes, Ohio Class D, Driver's License

Type of Position: Full Time / Part Time

Job Description: Successful applicant is responsible for general facility and fleet maintenance.

Key Responsibilities:

- Perform general facility maintenance, such as, mowing, landscaping, shoveling snow, salting, cleaning, painting, laundry, basic carpentry, HVAC, electrical, and plumbing.
- Perform general fleet maintenance, such as, basic repairs, washing / detailing vehicles, changing tires, changing bulbs, replacing wiper blades, replacing batteries, oiling doors / lifts, checking and topping off fluids.
- Ensure all vehicles, as well as, facility have proper fire extinguishers, first aid kits, roadside triangles, and any other necessary safety equipment.
- Run errands, transport vehicles to repair facility, deliver mail to post office, and pick up materials / parts as needed.

Work Experience Requirements:

- High School Diploma, or Equivalent.
- Ability to read, write, and communicate clear English.
- General automotive repair, and maintenance knowledge / experience.
- General handyman experience.
- Attention to detail, and cleanliness.
- Self-motivated, and able to work without constant supervision.
- Must be a team player, and flexible to schedule changes.
- Must be at least 24 years old. (Varies based on insurance provider)
- Ohio Driver's license with clean MVR.
- PRE-EMPLOYMENT DRUG SCREENING, AND BACKGROUND CHECK
REQUIRED.

Reviewed By:

Black Eagle Transit Co.
EEO / AA

440-992-2157

CEO

Kyle Bruckman

BOOKKEEPER / OPERATIONS MANAGER

Joyce Bosworth

MAINTENANCE

Alex

ASSISTANT OFFICE MANAGER

(Available)

DISPATCHER

Dallas
(Available)

DRIVER

Huggins
Lane - Ruot
Webb
Rockow
Lewis
Colby
(Available)
(Available)
(Available)

Exhibit II

(Fee Schedule)

**Black Eagle Transit Company
Rate / Fee Schedule and Definitions:**

Rate Type:	Rate Amount:	Definition Specifications:
Unit Cost Per Mile:	\$ 3.45	General Unit Rate is \$3.45 per mile with the following modifications:
One Way - Flat Rate:	\$ 11.73	Up to and including 3.4 miles, Base to pick-up to destination. Miles are calculated Base to pick up to destination without regard to Ashtabula City boundaries. Trips are scheduled to pickup close to 15 minutes before or after the scheduled pickup time.
Round Trip - Flat Rate	\$23.46	Up to and including 6.8 miles with (1) stop, regardless of whether it is inside or outside of the City of Ashtabula up to and including 3.4 miles starting at base.
Per Mile Charge (Non-Flat Rate Trips)	\$ 3.45	One-way trips exceeding 3.4 miles or round trips exceeding 6.8 miles. Trips up to 24.9 miles from Base to pick-up to destination and trips 25 miles or greater from Base to pick-up to destination and return to Base.
Wait Time	\$ 0.45	Wait time is charged at a rate of \$0.45 per minute for all trip types. The first 5 minutes are free. Wait time is charged per vehicle not per person. We will only wait at the pickup address for up to 5 minutes before marking them a no show and leaving.
<p>All trips are to be map quested for mileage: Trips up to 24.9 miles will be map quested using shortest distance. Trips greater than 24.9 miles will be map quested using shortest time.</p>		

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **BLACK EAGLE TRANSIT CO.**
Date: **9/8/2023 10:44:57 AM**

This search produced the following list of **4** possible matches:

Name/Organization	Address
Blackwell, Amber	33662 Hysell Run Road
Blagg, Timothy	15989 State Route 93
Blanton, Rachel	10052 State Route 772
Brock-Blanks, Deborah	731 N. Fred Shuttlesworth

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Signature Page

Agreement Title: JFS Contracts 2023

#24-1001-TANF	#24-2001-XX	#24-3001-ERT	#24-3010-HRT
#24-1003-TANF	#24-2002-XX	#24-3002-HRT	#24-3011-ERT
#24-1004-TANF	#24-2003-XX	#24-3003-ERT	#24-3012-HRT
#24-1005-TANF	#24-2004-XX	#24-3004-HRT	
#24-1006-TANF	#24-2005-XX	#24-3005-ERT	
#24-1007-TANF	#24-2006-XX	#24-3006-HRT	
#24-1008-TANF	#24-2007-XX	#24-3007-ERT	
#24-1009-TANF		#24-3008-HRT	
#23-5001-TANF-Amendment #1		#24-3009-ERT	

Approved as to Legal Form Only:



By: _____
Colleen M. O'Toole
Ashtabula County Prosecutor


Date: 9/6/23

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$175,000.00**, and free from any previous encumbrances.

Agreement Title: A **Health Related Transportation Contract** between **Ashtabula County Job & Family Services** and **Black Eagle Transit Co.**

DocuSigned by:



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David Thomas
Ashtabula County Auditor

Date: 9/13/2023


ASHTABULA COUNTY COMMISSIONERS / AGENDA ITEM REQUEST FORM

This form outlining all item(s) to be placed on the Agenda for official action by the Board of Commissioners, must be submitted to Lisa Hawkins, Clerk of the Board a minimum of 8 days prior to the Agenda date, no later than Monday. At a public work session held on Tuesday at 10:00a.m., the Board will meet with you to discuss the item(s). Following the work session, the item(s) will be placed on the next week's agenda session for action by the Board. Please contact Lisa Hawkins at 576-3754 with questions.

Name of Department, with Title and phone number of person recommending item:

Ashtabula County Job & Family Services
Patrick J. Arcaro, Executive Director
Phone: (440) 994-1200

DocuSigned by:



7/31/2024

Patrick J. Arcaro, Executive Director

Date

Presented by:

Julie Carlo, Fiscal Specialist, ACJFS; phone 994-2065.

Proposed Agenda Date:

August 13, 2024

Brief Description of Item and Recommendation: Brief Description of Item and Recommendation:

Attached is a FY 2024 Health Related Transportation Sub-Grant Agreement #24-3004-HRT, Amendment #1; amendment for Black Eagle Transit Company Inc. provides health related transportation services to eligible participants. Amendment adds funds in the amount of \$150,000.00.

Name and Address of Provider(s):

Black Eagle Transit Company Inc.
1753 West Prospect Road
Ashtabula, Ohio 44004

Cost (include where funds are coming from):

\$700,000.00 =FY 2024 HRT Funds for Sub-Grant #24-3004-HRT
+ \$150,000.00 =FY 2024 HRT Funds for Sub-Grant #24-3004-HRT, Amendment #1
\$850,000.00 Total for HRT Funds for FY 2024

Term (beginning and ending date, if applicable):

FY 2024 ~ October 1, 2023 to September 30, 2024

**Transportation Services Subgrant Amendment
Amendment # 1 Subgrant Agreement #24-3004-HRT**

An amendment to the Subgrant Agreement between the Ashtabula County Job & Family Services (Grantor) and Black Eagle Transit Company Inc. located at 1753 West Prospect Road, Ashtabula, Ohio 44004 (Subgrantee) to provide Health Related Transportation Services for individuals determined eligible for these services which was entered into on the 1st day of October 2023.

I. Article 4- Availability of Funds

This amendment increases Health Related Transportation funds for the period 10/01/23 – 9/30/24 in the amount of \$150,000.00 from \$700,000.00 to \$850,000.00.

DocuSigned by:

Signatures:




7/31/2024

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Patrick J. Arcaro, Executive Director
Ashtabula County Job & Family Services

Date

DocuSigned by:

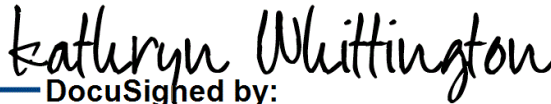


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Date

Signed by:



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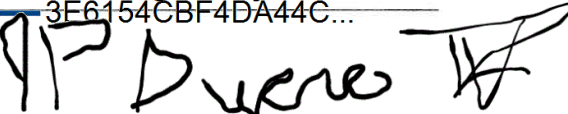
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8/13/2024

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Date

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Ashtabula County Board of Commissioners

Approved as to Legal Form:

By: 
Colleen M. O'Toole
Ashtabula County Prosecutor

7/26/24
Date

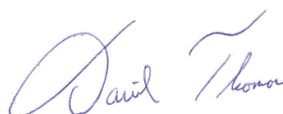
FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: **2006.030.100-601 Contract Services**; not to exceed **\$150,000.00**, and free from any previous encumbrances.

Agreement Title: a Transportation Services Sub-Grant Agreement between Ashtabula County Job & Family Services and **Black Eagle Transit Company Inc.**

DocuSigned by:



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David Thomas
Ashtabula County Auditor

Date: 7/31/2024