

**CONTRACTOR AGREEMENT
BETWEEN LUCAS COUNTY BOARD OF COMMISSIONERS
AND POTTER GROUP, LLC dba BLACK & WHITE TRANSPORTATION**

This Contractor Agreement is entered into between the Lucas County Board of Commissioners, ("LCBC") and Potter Group, LLC dba Black & White Transportation ("Contractor ").

This Contractor Agreement is effective from April 10, 2020 through June 30, 2020, unless extended by the parties. Contractor agrees to accept non-emergency transport referrals from the LCBC and respond timely to such referrals 24 hours a day, 7 days a week during the aforementioned period of time and to transport to a location designated by the LCBC. In order to achieve the primary objective and determine whether Contractors are providing acceptable levels of service, LCBC is establishing the "Standards of Service" as described in Article V of this Agreement.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. "LCBC" means the Lucas County Board of Commissioners.
- B. "Agreement Period" means the period commencing April 10, 2020 and ending June 30, 2020, or as extended by the parties.
- C. "Contractor" means Potter Group, LLC dba Black & White Transportation.
- D. "Contractor Agreement" or "Agreement" means the document specifying the terms of services and payments.
- E. "Q&I Shelter" means location of hotel being utilized as a non-congregate shelter for the purpose of quarantine and isolation.

ARTICLE I. EFFECTIVE DATE OF THE CONTRACTOR AGREEMENT/AGREEMENT PERIOD

A. This Contractor Agreement will be in effect from April 10, 2020 through June 30, 2020 unless this Contractor Agreement is suspended or terminated pursuant to Article VI prior to the above termination date. The Agreement may be extended by the parties but in no case may the Agreement Period exceed two years.

ARTICLE II. PAYMENTS

Payment:

LCBC will pay Contractor according to the following:

- a. Transportation to designated hotel
 - 1. \$175.00 flat fee (during the hours of 8:00 AM and 10:00 PM)
 - 2. \$225.00 flat fee (during the hours of 10:01 PM and 7:59 AM)
- b. Transportation from the hotel will be billed at the standard and customary rate.

- c. Payment to the Contractor will not be made for any trips to or from facilities other than those authorized by LCBC.
- d. LCBC shall have the right at any time to audit Contractor's computer program and/or other methods used in determining client's transportation distances.

Invoicing:

Contractor agrees to invoice LCBC twice per month in which service was provided. All invoices shall be emailed to Dennis at **XXXXXX@oh.us**.

Such invoice will consist of computerized billing and a summary invoice identifying Contractor and signed by the authorized representative of Contractor. Charge slips (or an electronic equivalent containing the same information) do not need to be submitted with invoices but must be retained by Contractor for a minimum of three years or until audited, in accordance with federal rules and regulations. Contractor must ensure client confidentiality by keeping individual client charge slips for each trip.

Charge slips will include the client's name, pick-up point, the destination, the signature of the client, drop-off address, date of transport and the amount of the charge for the trip. The charge slips are to be grouped in batch order by alphabet or daily audit run. Charge slips for clients under this Agreement will be separated from non-LCBC authorized runs. The invoice shall be in alphabetical order, with subtotals for each individual client.

The Contractor must make records available to LCBC, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation during announced or unannounced visits.

ARTICLE III. AUTHORIZED CLIENTS

Contractor will accept referrals from LCBC designated off-site coordinator(s). Contractor will only transport individuals who have been referred by an LCBC designated off-site coordinator. Contractor will provide timely response to such referrals 24 hours per day, 365 days per year. If a client should call claiming to be a LCBC client and has not been referred by an LCBC designated off-site coordinator, the client must be referred back to the Off-Site Coordinator (**XXX-XXX-XXXX**).

ARTICLE IV. TRANSPORTATION PROCEDURE

Pick-up Transportation:

1. LCBC Off-Site Coordinator will refer clients and provide the following information: client's name, client phone number, the pick-up address, the destination and drop-off address.
2. Within 2 hours of the referral, the Contractor will provide pick-up service for the referred client and deliver them to the drop-off address.
3. Each Contractor vehicle must be decontaminated after each transportation service, as agreed upon by the Toledo Lucas County Health Department and the Contractor.

Drop-off Transportation:

1. LCBC Off-Site Coordinator will contact Contractor to schedule pick-up and transportation from Q&I Shelter location. Discharge from Q&I Shelter will take place during normal business hours.
2. Contractor will pick-up Client from Q&I Shelter and drop-off at address provided by LCBC Off-Site Coordinator.
3. Upon discharge from Q&I Shelter, the Client will have been cleared by medical personnel and will no longer be considered contagious. This transportation service may be treated like a regular transport and no additional cleaning is required per this agreement.

ARTICLE V. STANDARDS OF SERVICE

Complaints:

LCBC will apply the standards contained in this Agreement in determining whether Contractors are providing adequate service to clients. LCBC will endeavor to inform Contractors of complaints and/or problems in service based on these standards in a timely manner. LCBC expects a prompt explanation and/or resolution of such complaints and problems from the Contractor.

Standards have also been developed for clients who utilize transportation arranged by LCBC. Failure of a client to abide by the standards may result in discretionary sanctions imposed by LCBC up to and including suspension of transportation by taxi or livery vehicle.

Failure or refusal of LCBC to take action or impose sanctions in a given matter shall not be deemed or interpreted as a forfeiture of LCBC's right to do so in the future. LCBC also reserves the right to change or amend this policy at any time.

Vehicle quality:

- a. vehicles used to transport clients must be clean, free of litter and offensive odors;
- b. vehicle must meet all applicable TMC requirements;
- c. passenger seats must be in good condition with no unpatched rips, tears, or broken springs;
- d. non-ambulette vehicles should be able to accommodate transportation of a non-motorized wheelchair;
- e. LCBC reserves the right to inspect a vehicle of its choice used by Contractor for transporting clients at any time without prior notice to Contractor.

Drivers:

- a. should put the needs of clients first and serve them in a respectful and professional manner;
- b. should appear well-groomed wearing neat, clean clothes;
- c. should assist elderly and disabled clients in entering and leaving the vehicle and if possible, clients who have difficulty walking should be assisted from their door and, to the door of their destination ("curb-to-curb" service; drivers should not enter the client's residence);
- d. should remember they are dealing with people, which requires great patience at times and which can lead to unpredictable and crisis-laden situations;
- e. must not use hand-held cell phones for any purpose while transporting clients (in accordance with ORC 4511.204);

- f. are not required to accommodate abusive clients and should report physical and/or verbal abuse by clients to LCBC;
- g. must take the most direct, available route to the destination, unless an alternate route is authorized by LCBC.

Contractor:

- a. must meet and comply with all applicable state and/or licensing and certification requirements including, but not limited to, Chapters 773, 775, and 779 of Toledo Municipal Code, OAC 5160.43.09 and OAC 4766 and ORC 4766.03 for contractors providing ambulette transportation;
- b. must not transport a client in a vehicle that has not been properly licensed, certified or otherwise authorized to conduct such transportation by the appropriate regulating authority or authorities. Failure to comply with this may, at LCBC's sole discretion, result in sanctions being imposed on Contractor up to and including immediate termination of the Agreement;
- c. must have the ability to contact/dispatch drivers via two-way radio or cell phone/two-way radio communication system (e.g. "direct connect" or similar);.
- d. must pick clients up in a "timely manner", defined as within two (2) hours of referral by LCBC;
- e. must inform LCBC Off-Site Coordinator at **XXX-XXX-XXXX** within one (1) hour of the occurrence of a critical incident. A critical incident includes but is not limited to, vehicle accident, trauma or injury, danger to life or limb, death and/or medical involvement, allegations of misconduct by employees of the contractor, or an incident or event that may result in media involvement by LCBC. In addition the contractor shall e-mail a detailed written report within twenty-four (24) hours of the actual incident to bpushka@co.lucas.oh.us;
- f. must maintain adequate liability insurance on its vehicles and drivers at all times in accordance with the requirements of Chapter 777 of TMC, the Ohio Revised Code and the Ohio Administrative Code. **FAILURE TO MAINTAIN ADEQUATE INSURANCE MAY RESULT IN THE IMMEDIATE TERMINATION OF THE AGREEMENT;**
- g. must transport only one LCBC authorized client per trip and if applicable, any minor children and/or one additional adult may accompany that client. No other riders to or from the same or other destinations are permitted;
- h. no linked trip, multiple loading arrangements are permitted;
- i. must contact LCBC immediately if Contractor has reason to believe a client is using the transportation system fraudulently. LCBC will investigate these and any other issues or complaints regarding clients which Contractor is unable to resolve on their own. Address complaints to the Off-Site Coordinator at 419-464-0245.

Clients:

- a. must conduct themselves (and their children, if applicable) in a reasonable manner;
- b. must avoid the use of profanity;
- c. must not verbally or physically abuse drivers, dispatchers and/or order takers;
- d. may not request drivers to transport them to destinations other than those authorized by LCBC;
- e. should make complaints directly to the Contractor contact and escalation of complaints to LCBC should only be made after attempting to resolve the matter with the Contractor, or if the situation warrants.

ARTICLE VI. TERM AND TERMINATION

Term:

The Agreement Period commences as of April 10, 2020, and ends June 30, 2020.

Changes:

Any proposed change in this contract shall be agreed upon, in writing, by LCBC and the Contractor. In the event that any provision of the contract is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provision of the contract and each provision of the contract will be and is deemed to be separate and severable from each other provision.

Termination:

- a) Without Cause. Either the Contractor or LCBC may cancel and terminate this Agreement and the services to be rendered without liability, with written notice to the other party at least (30) days before the event.
- b) With Cause. Either the Contractor or LCBC may terminate this agreement immediately for cause. For this purpose, “cause” means a material breach of this Contract by the other party that is not cured within five (5) days of the receipt of notice of the alleged breach by the non-breaching party to the breaching party.

ARTICLE VII. FORCE MAJEURE

This agreement is subject to immediate termination upon written notice to the other party in the event of sickness, accidents, weather, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond Contractor or LCBC control. In the event this contract is terminated pursuant to the above paragraph, LCBC shall not be obligated to compensate or make payments to the Contractor. However, it is agreed that “best efforts” will be made by both parties to adapt so that terms of the Agreement will be upheld as scheduled.

IN WITNESS WHEREOF, this CONTRACT is effective upon execution provided that the Contractor and a duly appointed representative of the Lucas County Board of Commissioners sign below.

ATTEST:

LUCAS COUNTY BOARD OF COMMISSIONERS

ATTEST:

Black and White Transportation LLC
