

**ORDINANCE NO. 23-214**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND THE ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE PERIOD OF JANUARY 1, 2024, THROUGH DECEMBER 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Erie County Board of Developmental Disabilities (ECBDD) is required by the Ohio Revised Code to ensure that transportation services are provided to individuals determined to be eligible to utilize the public transportation services provided by the Sandusky Transit System in accordance with the Most Valuable Person (MVP) service plans approved by the ECBDD and the administrative rules established by the State of Ohio; and

**WHEREAS**, the Sandusky Transit System has provided transportation services for Erie County Board of Developmental Disabilities (ECBDD) eligible individuals since 1993 and proposes to continue this service; and

**WHEREAS**, the Sandusky Transit System will receive fees for transportation services at the Medicaid rate listed as follows:

January 1, 2024, through June 30, 2024

Transportation	\$26.29 per trip
Transportation	\$15.00 punch card
Pass Cards	\$25.00 per monthly fixed route card

July 1, 2024, through December 31, 2024

Transportation	\$27.75 per trip
Transportation	\$15.00 punch card
Pass Cards	\$25.00 per monthly fixed route card

and these funds received will be used as matching funds for the Ohio Department of Transportation and Federal Transit Administration Transit grants; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement in a timely manner as the prior agreement expires on December 31, 2023, and to continue services without interruption; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO,  
THAT:

Section 1. The City Manager be and hereby is authorized to execute the Agreement with the Erie County Board of Developmental Disabilities for transportation services for the period from January 1, 2024, to December 31, 2024, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: November 13, 2023

**ERIE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**SERVICES CONTRACT for NON-SPECIALIZED PROVIDERS**

**Provider Name:** City of Sandusky  
(James Stacey)

**Address:** 240 Columbus Avenue  
Sandusky, Ohio 44870

**Phone:** 419-621-8462; 419-625-5848

**Email:** [jstacey@ci.sandusky.oh.us](mailto:jstacey@ci.sandusky.oh.us)

This Contract shall be in effect from **January 1, 2024 through December 31, 2024**, unless otherwise terminated, extended, or renewed by the parties. All previous Contracts will become null and void upon commencement of this Contract. Services may be provided to a variety of eligible Individuals as indicated in the Most Valuable Person (MVP) (previously known as Individual Service Plan “ISP”) and Support Budget.

Services:

**From January 1, 2024 to June 30, 2024**

Transportation	\$26.29 per trip
Transportation	\$15.00 punch card
Pass Cards	\$25.00 per card

**From July 1, 2024 to December 31, 2024**

Transportation	\$27.75 per trip
Transportation	\$15.00 punch card
Pass Cards	\$25.00 per card

*No services will be reimbursed at a rate higher than the Medicaid state rate.*

**I. DEFINITIONS:**

- A. Individual means a person with a developmental disability, who is eligible to receive programs and services and who may also receive Individual Support Services through state and/or local County Board funds.
- B. Most Valuable Person (MVP) (previously known as the Individual Service Plan “ISP”) means a written description of the services, supports, and activities to be provided to an Individual, including the portion which identifies the Provider’s specific duties and responsibilities relating to an Individual, according to requirements set forth in Applicable Requirements, which is approved by the Board.
- C. Provider means an agency, business or LLC who provides services to Individuals with Developmental Disabilities and the public.
- D. Service and Support Administrator (SSA) means the Board employee(s) and/or person(s) who Contract with the Board who are responsible for service and support administration function for the Individual.
- E.

**II. GENERAL TERMS AND AGREEMENTS:**

- A. The Provider understands that he/she is Contracting with the Erie County Board of DD and is not the employee of the Erie County Board of DD while providing MVP services. The Provider is personally responsible for reporting and payment of taxes and other fees to the IRS and other applicable authorities.
- B. The Provider understands the Erie County Board of DD, its staff or management does not assume any liability for the Provider's actions or quality of care provided by the Provider while delivering services.
- C. There will be no reconciliation of this Contract as it will be a fee for services arrangement. Services will be provided only in the presence of the Individual; unless otherwise noted in the MVP.
- D. The Provider shall provide notice of major unusual incidents pertaining to the Individual to the Erie County Board of DD's Investigative Agent immediately and shall provide such other additional reports to the Erie County Board of DD and to such other persons and/or agencies as is required by applicable federal and state law.
- E. Non-Discrimination: The Provider shall comply with all federal, state, and local requirements regarding non-discriminatory practices on the basis of age, race, color, creed, disability, sex, or national origin.
- F. Bill of Rights: The Provider shall comply with the Bill of Rights for persons with developmental disabilities as defined in Section 5123.62 of the O.R.C.
- G. Records Retention: The Provider shall maintain all records and documentation related to services for a period of five (5) years. Financial records should be maintained for a period of time adhering to IRS regulations, other federal/state requirements and, when applicable, Social Security guidelines for audits of Provider's records and personal funds of the services recipient.
- H. Confidentiality: Any and all protected health information (HIPAA related information) will be kept in confidence and will not be shared with anyone that is not authorized by consent to release information to receive this information from.

**III. WORK HOURS:**

- A. The Erie County Board of DD, Individuals, and families expect for supports and services to be provided as agreed to in the MVP. The Provider will not be paid for missed service.

**IV. RATES:**

- A. The Provider may choose to change their rate within the Contract year. An addendum to the Contract must be completed prior to the start of the revised rate.

**V. PROCEDURES FOR PAYMENT:**

- A. The amount of money paid each month to the Provider shall not exceed the amount of money per month and/or year as designated in this Contract and MVP.
- B. The Erie County Board of DD has thirty (30) business days from the date of receipt of the invoice to pay Providers for services rendered; invoices will only be processed on a monthly basis pursuant to the county auditor's procedures. Invoices must be received by the Erie County Board of DD no later than sixty (60) calendar days from the day of service rendered. If invoices are not received within these timelines, they may not be honored for payment.

- C. All invoices are required to be submitted in electronic format utilizing the [www.ohiodd.net](http://www.ohiodd.net) billing system or another agreed upon format. All Providers must go through an initial [www.ohiodd.net](http://www.ohiodd.net) billing training with Board staff prior to submission of first invoice.
- D. In the event that this Contract is renewed, or a new Contract is agreed upon by the parties, reconciliation of costs due under this Contract shall be carried out in accordance with the requirements of O.R.C. 5126.44(D).
- E. If the Provider is required to make a repayment for payments received from an Individual Support Services overpayment, Provider shall pay the amount determined to be in error, which is supported by documentation by the Erie County Board of DD.

**VI. AUTOMOBILE INSURANCE and DRIVER'S LICENSE:**

- A. The Provider who provides transportation shall carry automobile liability insurance for passenger vehicles used to transport the Individual. Proof of current automobile insurance must be on file with the Provider and available to the Erie County Board of DD if requested. If the insurance expires, then transportation services are terminated from the Contract and payment for transportation services from the expiration date forward will not be paid.
- B. In addition to the automobile insurance coverage required in paragraph V(A) above, the Provider hereby agrees to indemnify and hold harmless, to the extent allowed under Ohio Law, the Erie County Board of DD for any and all costs and expenses associated with carrying out the Provider's duties under this Contract unless otherwise provided herein, including, but not limited to, all deductibles on all automobile insurance policies, and all losses occasioned by a Provider's failure to acquire automobile insurance coverage, as required hereunder.
- C. The Provider and their employees shall possess a valid Ohio Driver's license. If the driver's license expires, then that service is terminated from the Contract and payment for transportation services will not be paid from the expiration date forward.

**VII. TRAINING:**

- A. The Provider is responsible for successfully completing the following training before providing services. Provider must submit signed document to show proof of completion of the training.
  - a. Incident Reporting (initially);
  - b. [www.ohiodd.net](http://www.ohiodd.net) billing (initially).

**VIII. TERMINATION, MODIFICATION, AMENDMENT AND NOTICE OF PROVIDERS INTENT:**

- A. This Contract shall be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
  - a. The service recipient has determined that he/she no longer wishes to receive the services set forth in this Contract;
  - b. Services supports are deemed to be no longer required as determined by a board review of the Individual service plan.
- B. The Provider may immediately terminate this Contract only if the Erie County Board of DD fails to provide funding to the Provider as required under this Contract. In all other circumstances, the Provider must give a thirty (30) day written notice to terminate the Contract.

- C. This Contract may be amended or modified by agreement of the parties in writing signed by all parties and attached hereto.
- D. The Provider shall immediately notify the Erie County Board of DD of any pending criminal, traffic or domestic violence related charges involving Provider or any court proceedings therein. The Erie County Board of DD reserves the right to use discretion in regard to continuance of Contractual services.

**IX. MISCELLANEOUS PROVISIONS:**

- A. The parties agree that the rights, duties and responsibilities set forth herein shall not be assigned without prior written consent of the other party.
- B. All communication to the Erie County Board of DD related to the service needs of specific Individual shall be made to that Individual's SSA. All other notices required to be given herein shall be in writing and shall be sent to the following respective address:

TO: Erie County Board of DD or [metzel@eriecboard.org](mailto:metzel@eriecboard.org)  
Attn: Megan Etzel  
4405 Galloway Road  
Sandusky, Ohio 44870

- C. This document and the attachments hereto set forth are the full agreement between the parties and superseded all prior agreements or Contracts between the parties.
- D. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article IX of this Contract.
- E. Provider shall coordinate the development and implementation of all programs and services described herein. At all times during the duration of this Contract, the Erie County Board of DD and Provider shall act as Contractors in connection with the performance of their respective obligations under this Contract.
- F. In the event of a dispute involving the parties regarding any provision under this Contract, including, but not limited to rate disputes, the parties shall attempt to resolve the dispute in accordance with the Erie County Board of DD's approved Conflict Resolution and Administrative Resolution of Complaints and Due Process Policy. The policy will be made available to the Provider upon request.
- G. The Provider agrees to establish a procedure for affording all Individual service recipients due process. The Provider shall use this procedure in the event of a disagreement between the Provider and the service recipient related to the Provider's performance of its duties and obligations under this Contract.

The Parties hereto have caused this Contract to be executed on the dates indicated below:

By: \_\_\_\_\_  
Superintendent, Erie County Board of DD

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Provider

\_\_\_\_\_  
Date