



Bis-Man Transit Board Meeting

December 21, 2023, 11:30 AM

<https://us02web.zoom.us/j/88660034852>

Call in: +1 312 626 6799; Meeting ID: 886 6003 4852

Welcome & Introductions

Approval of Agenda

Consent Agenda

1. Previous Month's Minutes
 - a. Attachment A – 2023/11/16 Regular Meeting
 - b. Attachment B – 2023/12/18 CTIC Meeting
 - c. Attachment C – 2023/12/18 Finance Committee Meeting
2. Financial Report
 - a. Attachment D
3. Ride Stats
 - a. Attachment E

Public Comment

Unfinished Business

1. Budget Amendments Recommendation
 - a. Attachment F
2. Developmental Disabilities Council Contract Acceptance
 - a. Attachment G
3. Driver Assistance Policy Recommendation
 - a. Attachment H

New Business

1. Employee Handbook - Expense Reimbursement Clarification
 - a. Attachment I
2. 2023 Charge Account Write-Off Approval
 - a. Attachment J

Executive Director Report

1. Stuff the Bus Update

Operations Report

Other Business

Adjourn

- **The next Board Meeting will be held on January 25, 2024, at 11:30 am.** •

2024 Board Meeting Schedule

January 25, 2024
February 22, 2024
March 28, 2024
April 25, 2024
May 23, 2024
June 27, 2024
July 25, 2024
August 22, 2024
September 26, 2024
October 24, 2024
November 21, 2024
December 19, 2024



3750 E Rosser Avenue,
Bismarck, ND 58501



info@bismantransit.com



701.258.6817



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A

Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

Bis-Man Transit Board Meeting

November 16, 2023 at 11:30 AM
Via Zoom and In-Person at
3750 E Rosser Ave. Bismarck, ND 58501

Attending:

Lynn Wolf, President

Lacey Long, Vice President

Steve Heydt

Glenn Lauinger

Karel Sovak

Royce Schultze

Helen Baumgartner

Commissioner Connelly

Not Attending:

DeNae Kautzmann, Secretary/Treasurer

Andrew Stromme

Commissioner Rohr

Staff:

Deidre Hughes

Mike Mundahl

Taylor Kitzan

Craig Thomas

Danae Thiery

Guests:

Susan Dingle

Trevor Vannett

Paulette Jacobsen

Rachel Lukaszewski



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Meeting called to order at 11:30 A.M.

Approval of Agenda: Karel moved to approve the Agenda. Steve seconded the motion. Motion carried unanimously.

Consent Agenda: Karel moved to approve the Consent Agenda. Lacey seconded the motion. Motion carried unanimously.

Public Comment: N/A

New Business

1. **Ticket/Pass Refund Policy:** Deidre explained that there is no formal policy for refund on passes or diminishing balance accounts. The diminishing balance feature has been more popular and there have been an increase in refund requests. CAT passes will not be refunded unless it's a technical issue and it will then be researched by staff. Paratransit tickets and diminishing balance accounts will only be refunded due to relocation or death of rider. Karel moved to approve the Ticket/Pass Refund Policy as presented. Royce seconded the motion. Motion carried unanimously.
2. **5310 Grant Application Approval:** Deidre discussed that the FY2025 5310-grant application is for Non-ADA paratransit service such as After Hours, Sunday, Early Morning, and Holiday service. Four paratransit cutaway vehicles are also being applied for to replace the 1800 series buses. Finance Committee recommends approval of the application. Glenn moved to approve the FY2025 5310-grant application as presented. Steve seconded the motion. Motion carried unanimously.
3. **5339 Grant Application Approval:** Deidre discussed that the FY2025 5339-grant application is for facility repairs such as concrete, exterior sign rehab, and exterior painting. Finance Committee recommends approval of the application. Karel moved to approve the FY2025 5339-grant application as presented. Lacey seconded the motion. Motion carried unanimously.
4. **Stuff the Bus:** Deidre explained that Stuff the Bus drives in the past have been successful in collecting donations. Staff recommends collecting donations for the Abused Adult Resource Center December 11th – 15th, 2023. Royce moved to approve the Stuff the Bus event for AARC. Helen seconded the motion. Motion carried unanimously. Royce asked what type of donations AARC is requesting. Deidre answered mostly household and personal items, but a full list of donations will be posted on social media, as well as on the buses and places in the community.
5. **2024 Budget Approval:** Karel discussed that the Administrative Committee met and recommended a 5% salary increase for the Executive Director for 2024 to the Finance Committee. The Finance Committee accepted the recommendation. Karel moved to approve the 5% salary increase for the Executive Director for 2024. Royce seconded the motion. Motion carried unanimously.



Deidre discussed that the deficit in the budget is less than half of what was anticipated, so efforts in being financially responsible will continue. The 2024 contribution from the City of Bismarck is included. The expenses look like they have increased because of vehicle purchases due to delays in production. Fuel costs this year were lower than anticipated and the cost for next year is set on those trends. Finance Committee recommends approval of the 2024 Budget. Glenn commented that the wages and fringe benefits reflect a 5% increase. Glenn also commented that the budget reflects the income and expense amounts from the 5339-grant application and that if we are not awarded, there would have to be a budget revision. Glenn moved to approve the 2024 Budget as presented. Helen seconded the motion. Motion carried unanimously. Lynn thanked Deidre for the work she put into the budget and for her hard work towards Transit's financial situation in the past year.

Executive Director Report

1. No Show & Rider Drop-off Update: Deidre explained that she reached out to the FTA about the no show and rider drop off issues. FTA recommends putting a policy in place. Deidre reached out to other transit agencies in the state and Jordan, from Fargo, responded with their policy. Deidre will present a policy at the next CTIC and Board meeting.
2. Red Route Revision Update: Deidre explained that the current Red Route has issues making the route in the hour causing transfer routes to also run behind. Operations proposed a change to the route to help on-time performance. These changes will include cutting out travel on LaSalle Dr and Ottawa and continuing onto 43rd Avenue instead, as well as travelling only in front of Family Fare on Yorktown Drive, not behind it on the frontage road of Greensboro Drive. These changes affect less than 25% of the route, so public comment is not required. Notices on buses will be posted as well as a press release. The changes will be effective Monday, November 27th.
3. Ridership Update: Deidre discussed that October 2023 ridership on CAT ended at 10,756 trips and this is the most since March 2017. Total trips were 18,372. Green route was the best performing route. This ridership increase is exciting to see. Commissioner Connelly commented that the Passio Go app is helpful and he has shown others how to use it on the University of Mary campus, who have in turn trained riders on how to use it. Lynn commented that he saw a rider on the University of Mary campus exit the bus and grab his bike from the rack to travel to somewhere else on campus.

Operations Report: Danae updated the Board that recruitment is going well with two new fixed route drivers out on their own, two paratransit drivers in a training class this week, and two more fixed route drivers anticipated to start training next week. The new starting wage for fixed route drivers is \$22/hourly.



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Other Business: Deidre informed the Board that the Transit Development Plan has been accepted by both City Commissions and lastly has to be accepted by the Policy Board next week.

Meeting adjourned at 12:09 P.M.



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B

Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

Community Transportation Input Committee Meeting Minutes December 18, 2023, 2:00 PM

Attending:	Glenn Lauinger	Andrew Stromme
	Helen Baumgartner	Susan Dingle
	Randee Sailer	Jeannie Pedersen
Staff:	Deidre Hughes	Mike Mundahl

Meeting was called to order at 2:01 P.M.

Regular Agenda

1. Driver Assistance Policy: Deidre provided an overview of the driver assistance policy that will be presented to the Board. The policy addresses issues that arise when a care attendant or staff member is not available when needed for a rider drop-off. The policy also addresses the driver's requirement when carrying groceries inside and who is responsible for snow removal at a residence. If approved, Bis-Man Transit will contact day programs to make them aware of the change.
2. Stuff the Bus Update: The Stuff the Bus event to benefit AARC was held last week. Donated items will be delivered within the next day. Deidre thanked everyone who promoted the event or made donations.
3. Other Business: Deidre said the same CTIC meeting schedule format would continue in 2024, with a standing meeting time of 2:00 PM on the Monday before the regular Board meeting.

Meeting adjourned at 2:12 P.M.



C

Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

Bis-Man Transit Finance Committee Meeting Minutes

December 18, 2023, 3:00 P.M.
Via Zoom

Attending:

DeNae Kautzmann, Chair Lynn Wolf
Glenn Lauinger

Staff:

Deidre Hughes Taylor Kitzan

Meeting called to order at 2:55 P.M.

Deidre reviewed necessary budget amendments. Added revenue for DD Council contract, added \$100 as were too short for holiday bonuses, Jefferson Lines pass through was corrected, accounting fee for year-end report higher than estimated, and property taxes higher than estimated. The total increase was \$31,000. Lynn asked why the accounting fee was higher. Deidre's best guess is because they didn't do quarterly statements, so there is more work for the year-end statement. Finance recommends the Board approve the amended budget.

DD Council contract issues have been resolved. The Council will accept our insurance, and to add them as an additional insured, it will cost \$130. The contract language will not change even though the Israel provision does not apply. Lynn asked about the training schedule, which isn't outlined in the contract. DeNae stated it is in our response to the proposal and has been made a part of the agreement. Deidre explained it is fluid because we don't know how many will sign up for training. Finance recommends the Board enter into the contract.

Per Diem Policy was redrafted to follow the GSA travel policy. Rachel pointed out during the quarterly review that the current policy could present issues with the feds. Finance recommends the Board adopt the amended policy.

The 2023 charge write-off is \$134.83. It is very low compared to last year. This is due to Taylor keeping an eye on Medicaid-denied rides. We bill the rider for denied rides, and if they do not pay, then future charges are not allowed. Glenn asked if we budgeted for the write-off. In the past, we budgeted \$3,000. Deidre responded that it is carried into the 2024 budget. Finance recommends the Board approve the write-off.

Meeting adjourned at 3:30 P.M.



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November 2023

MONTHLY REPORT

	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
RIDERSHIP							
FIXED ROUTE	9,609	92,834	7,139	69,451	34.60%	33.67%	
PARATRANSIT	6,914	81,427	6,763	84,418	2.23%	-3.54%	
Total	16,523	174,261	13,902	153,869	18.85%	13.25%	
FR AVG. DAILY BOARDINGS	384.36						
DR AVG. DAILY BOARDINGS	230.47						
Pass./Hour Pass./Hour Pass./Hour							
REVENUE HOURS	Month	YTD	Month	YTD	PY YTD	PY YTD	% INC/DEC OVR PYTD
FIXED ROUTE	1,718.00	19,163.24	5.59	4.84	3.57	19,459.0	-1.52%
PARATRANSIT	2,436.85	28,679.09	2.84	2.84	3.06	27,613.7	3.86%
Total	4,154.85	47,842.33	3.98	3.64	3.3	47,072.7	
Pass./Mile Pass./Mile							
REVENUE MILES	Month	YTD	Month	YTD	PY YTD	PY YTD	% INC/DEC OVR PYTD
FIXED ROUTE	27,867	307,870	0.34	0.30	309,503		-0.53%
PARATRANSIT	35,518.77	400,317.27	0.19	0.20	394,236		1.54%
Total	63,386.17	708,187.17	0.54	0.50	703,740		0.63%
ON TIME PERFORMANCE							
	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
FIXED ROUTE	83.00%	84.00%	83.00%	84.00%	0.00%	0.00%	
PARATRANSIT	87.31%	91.26%	81.00%	91.09%	7.79%	0.19%	
RIDERSHIP PER ROUTE							
ROUTE	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
BLACK	2200	21399		1348		63.2%	
BLUE	791	7770		777		1.8%	
GREEN	2168	18918		1553		39.6%	
RED	1105	10879		704		57.0%	
ORANGE	1874	19357		1489		25.9%	
PURPLE	1471	14511		1268		16.0%	
RIDERSHIP BY DESTINATION							
	Month	YTD	PY Month	PY YTD	% INC/DEC OVR PYM	% INC/DEC OVR PYTD	
(Included in 'Ridership Per Route' Numbers)	U-Mary	375	3067		274	36.9%	
	UTTC	124	936		97	27.8%	
	Bismarck Library	395	4785		434	-9.0%	
	Mandan Walmart	127	1298		77	64.9%	
	Mandan Dans	447	4346		424	5.4%	
ACCIDENTS							
	Month	Month at Fault	YTD	YTD at Fault			
FIXED ROUTE	0	0	10	7			
PARATRANSIT	2	2	12	12			
SERVICE VEHICLE	0	0	0	0			
COMPLAINTS							
	Month	YTD					
FIXED ROUTE	2	23					
PARATRANSIT	4	19					
Office Staff	0	1					
COMPLIMENTS							
	Month	YTD					
FIXED ROUTE	0	0					
PARATRANSIT	1	12					
Office Staff	0	0					



F

Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

December 21, 2023

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Budget Amendments

BACKGROUND: The 2024 budget, approved November 16, 2023, had some discrepancies that require correction.

DISCUSSION: The affected accounts are listed below.

Type	Account	Incorrect Amount	Corrected Amount	Notes
Income	46400 Other Types of Income	\$ -	\$ 5,600.00	Income from DD Council Training Contract
Expense	50302 Salaries & Benefits	\$ 350.00	\$ 450.00	Off by \$100 for Holiday Bonus
Expense	50803D Jefferson Lines	\$ -	\$ 34,230.56	We had this as an income, but were missing the offsetting expense account.
Expense	51000 Accounting & Auditing	\$ 1,000.00	\$ 3,000.00	Haga Komer came in higher than anticipated for year-end financial statement prep.
Expense	5300 Property Taxes	\$ 3,919.07	\$ 4,243.06	Greater increase in property taxes than anticipated

Revised Deficit	\$ 604,172.53	\$ 635,227.08
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RECOMMENDATION: Staff recommends approval of the proposed budget amendment with an income increase of \$5,600 and an expense increase of \$36,654.55.



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PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Health and Human Services, North Dakota State Council on Developmental Disabilities (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

Bis-Man Transit Board (Vendor), 3750 E Rosser Ave, Bismarck, ND 58501, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from October 1, 2023, through September 30, 2024. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall conduct a training series for individuals with disabilities to learn how to navigate their local transportation systems as outlined in State's Informal Request for Proposals (IRFP) number 325-23-660-069, dated August 7, 2023, and Vendor's proposal, submitted August 25, 2023, which are both made a part of this Agreement by their reference here.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by State, shall pay Vendor \$5,650 for completing the scope of service. Total payment under this Agreement may not exceed \$5,650. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 30 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party's reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under North Dakota Century Code § 54-12-08. Vendor also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

12. INSURANCE

- a. Vendor shall secure and keep in force during the term of this Agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
 - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
 - 3) Workers' compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Agreement.
 - 4) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

- b. The insurance coverages listed above must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Vendor.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 - 3) The duty to defend, indemnify, and hold harmless the State under this Agreement shall not be limited by the insurance required in this Agreement.
 - 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of Vendor.
 - 5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
 - 6) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
 - 7) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
 - 8) Vendor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Vendor shall provide on an ongoing basis, current certificates of insurance during the term of the Agreement. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

Bis-Man Transit Board
3750 E Rosser Ave
Bismarck, ND 58501

OR

ND Department of Health and
Human Services
ND State Council on Developmental
Disabilities
600 East Boulevard Avenue, Dept. 325
Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement, including the following documents, constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Agreement, the documents must control in this order of precedence:

- a. The terms of this Agreement as may be amended;
- b. State's IRFP number 325-23-660-069, dated August 7, 2023;
- c. Vendor's proposal, submitted August 25, 2023, in response to IRFP number 325-23-660-069.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Vendor may not assign this Agreement without State's express written consent, provided, however, that Vendor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

Vendor is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) Vendor represents that it does not and will not engage in a boycotting Israel during the term of this Agreement. If State receives evidence that Vendor boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Vendor has fewer than ten full-time employees.

Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

27. DISCLAIMER

A Vendor Product Disclaimer is required. All U.S. Administration for Community Living (ACL) discretionary Vendor products MUST include the following disclaimer on the first page or preface of all documents and webpages produced, all or in part, with ACL funding.

This project was supported, in part by grant number 93.630, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Vendors undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

BIS-MAN TRANSIT BOARD

By _____ DATE

Its _____

45-0402842
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND
HUMAN SERVICES

By _____ DATE _____
JULIANNE HORNTVEDT
DIRECTOR, NORTH DAKOTA STATE COUNCIL
ON DEVELOPMENTAL DISABILITIES

By _____ DATE _____
KYLE J. NELSON
CONTRACT OFFICER
Approved for form and content



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Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

December 21, 2023

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Policies and Procedures – Driver Assistance Policy

RECOMMENDATION: Staff recommends approval of the addition to the Policies and Procedures document, specifically section 2.8.

BACKGROUND: Historically, Bis-Man Transit has not addressed several items pertinent to the assistance of paratransit/demand response riders. One of the biggest concerns is riders who cannot independently conduct themselves inside the origin/destination building. Without staff or a personal care attendant available to accept the rider, the driver must remain on site until dispatch can resolve the issue. This can take up to 40 minutes, causing significant service delays for other riders.

DISCUSSION: The updated policy includes guidance on loading and unloading conditions, snow removal responsibilities, door-to-door assistance, and carrying packages for riders.

The proposed policy will be included in section 2.8 of the Policies and Procedures Handbook if approved. Items in red on the list below will be removed from the current policy as they are addressed in the revised guidance.

Current Section 2.8 – Paratransit Driver Responsibilities

Bis-Man Transit has a list of rules to ensure the safety of drivers and riders and to provide a positive riding experience. Drivers will adhere to the same standards of common courtesy and personal hygiene as those required of the riders.

- Treat riders with courtesy.
- Be uniformed appropriately.
- Stay within sight of their vehicle at all times.
- Maintain the assigned service schedule for the convenience of all riders.
- With permission, assist riders when entering or leaving the vehicle.
- Provide rider assistance when instructed by dispatcher.
- **On request, the driver will assist riders between the vehicle and up to the entrance of a house, apartment building, or other building.**
- **Drivers are allowed to carry no more than what they can carry in one trip per paratransit eligible rider (maximum total weight of 25 pounds).**
- Assure seat belts and all mobility devices are properly secured.
- Follow the guidelines for pick up and drop offs.



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- Maintain radio contact with dispatch.
- Collect fares for riders' trips as appropriate.
- Follow all safety protocols put in place by Bis-Man Transit.

FINANCIAL IMPACT: Potential saving in revenue hours charged by contract for repeated instances outlined in “Background.”



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Driver Assistance Policy – To be Included in Section 2.8 of the Policies and Procedures Handbook

On request, the driver will assist passengers between the vehicle and entrance of a house, apartment building or other building. Such assistance must be requested in advance by notifying the scheduler when you make your reservation. If the passenger has indicated on their application that they require driver assistance regularly, this shall be indicated on the driver's schedule for all future trips.

Driver assistance ends when the driver has assisted the passenger in getting through the main door of the building. This includes assistance through a short entryway into the climate-controlled portion of the building. If the passenger needs additional assistance beyond the main door, they should have someone meet them at the door or have a personal care attendant ride along. The driver will not assist individuals in wheelchairs into buildings that are not accessible (other than opening doors), nor will drivers push wheelchairs through areas that have not been cleared of snow.

If requested, the driver will assist with either two grocery-size bags or one small collapsible cart. The driver will not bring packages past the first door. Space for packages is limited. The rider must be able to carry their packages in one trip and the packages must be safely secured while on the vehicle. Guests and personal care attendants are expected to assist the passenger.

Bis-Man Transit reserves the right to refuse service or load at a location deemed as unsafe for the passenger, driver or the vehicle/equipment, including areas not cleared of snow. The driver will attempt to find an alternate loading point which is deemed to be safe by the driver and acceptable by the passenger. The driver must be able to keep the vehicle in sight at all times, and cannot assist passengers to an entrance that hinders this.

Service will be impacted during a snow event. The drivers will only travel on roads that are reasonably clear of snow. If a passenger is leaving their residence during a snow event and plans to return to that residence that day, it is the responsibility of the passenger to arrange for snow removal on their property so there is a clear path for the driver to assist the passenger to the door. The driver is not to shovel a path to the door for the passenger.

If a major snow event is probable, service may be cancelled by Bis-Man Transit. Passengers are to listen to local media to find out if service has been cancelled. If it appears during the afternoon that service may be cancelled the next day, staff may contact riders to determine an appropriate course of action.

Ramps to the passenger's door must be safe for both the passenger and the driver. The passenger is responsible for arranging for the ramp to be free of snow and ice.

Passengers who are unable to independently conduct themselves inside an origin/destination building lobby should have someone meet them at the door or have a personal care attendant (PCA) ride along. If the destination building is locked, a PCA is not along, and no one is available to meet the individual, the driver, after first receiving approval from the Dispatcher, may return the individual to the place of origin at the next available trip. If this is not an option, the rider will be returned to the bus and remain on board until the driver receives instructions from the Dispatcher. The driver will continue completing scheduled trips so as not to delay another passenger's service. For the safety of the passenger, consistent occurrences may result in requiring a PCA to accompany the passenger.



Bis-Man Transit will track policy violations, specifically those that result in delays for other riders and overall system productivity. Bis-Man Transit will identify customers who have three (3) or more violations within any sixty (60) day period.

On the day the rider violates the policy, the following progressive action will be taken:

- First occurrence — A warning letter will be issued advising the rider/guardian of the policy violation and informing them of the next steps that may be taken.
- Second occurrence — Customer will receive a seven (7) day suspension.
- Third occurrence — Customer will receive a fourteen (14) day suspension.
- Fourth occurrence — Customer will receive a twenty-one (21) day suspension.
- Subsequent occurrences will result in an additional seven (7) day suspension.

Appealing a Warning or Suspension

Customers are given the opportunity to appeal a suspension of service with Bis-Man Transit. If any citizen using the Bis-Man Transit system has a concern or disagreement, they are asked to submit their issue in writing. All written appeals will be investigated and a response will be issued within five (5) working days.

If the individual is not satisfied with the response received from the Administrative office, they have the right to appeal the decision to the Bis-Man Transit Board of Directors at their next scheduled meeting. After the Board of Directors has reviewed the situation, they will provide a written response within ten (10) working days. If the individual is not satisfied still, they have the right to submit a complaint to the Federal Transit Administration at 1200 New Jersey Avenue, SE, Washington, DC 20590 United States.



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December 21, 2023

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Employee Handbook – Expense Reimbursement (page 44) Policy Update Recommendation

BACKGROUND: Bis-Man Transit currently has outdated guidance on expense reimbursement for travel found within the Employee Handbook. Previously, reimbursement was based on a percentage system correlating with the time of travel.

- As per Federal GSA per diem rates
 - 1st quarter 6 am – 12 Noon 20%
 - 2nd quarter 12 Noon to 6 pm 30%
 - 3rd quarter 6 pm to 12 midnight 50%
 - 4th quarter 12 Midnight to 6 am (Actual cost of lodging)
- (Calculated per-diem may be paid in advance of the travel)

DISCUSSION: Those proposed policy changes can be found below and correspond with the Federal GSA Guidance. The text in red above will be removed from Employee Handbook, if approved.

Meals are NOT reimbursed based on actual costs, so verification of receipts is not required for the reimbursements of meals on a per diem basis.

Meals and Incidentals will be reimbursed based on the Federal GSA guidance for the location and date of travel. www.gsa.gov/perdiem

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes, meal amounts must be deducted from reimbursement requests. For example, lunch may be included as part of conference registration fees.

First & last day of travel - Amount received on the first and last day of travel equals 75% of total M&IE.

RECOMMENDATION: Staff recommends approval of the proposed changes to the Employee Handbook.



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Bis-Man Transit delivers valued public transportation, linking people, jobs and communities.

December 21, 2023

TO: Bis-Man Transit Board of Directors

FROM: Deidre Hughes, Executive Director

SUBJECT: Bad Debt Write-Off – Medicaid Charge Backs

RECOMMENDATION: Staff recommends approval to write off Medicaid chargeback accounts for 2023 trips.

BACKGROUND: Staff has attempted to collect on open invoices charged back for non-covered Medicaid trips numerous times. The riders with open balances either have invalid contact information, no longer use Bis-Man Transit services, or have passed away.

FINANCIAL IMPACT: The total amount recommended to be written off is \$134.83.



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