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REQUEST FOR PROPOSALS

FOR

NON EMERGENCY TRANSPORTATION SERVICES

RFP MB1109R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(June, 2009)

RFP Conference: June 22, 2009 at 1:00 p.m.

Location: Hamilton County Job and Family Services

222 East Central Parkway

6th Floor Conference Room, 6SE401

Cincinnati, Ohio 45202

Due Date for Proposal Registration: July 29, 2009

Due Date for Proposal Submission: August 12, 2009

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Attachment J	Children's Services Medical Trips w/Monitor (HCJFS 3546)
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REQUEST FOR PROPOSAL (RFP)

FOR

NON EMERGENCY TRANSPORTATION SERVICES

MISSION STATEMENT

We, the staff of the Hamilton County Department of Job and Family Services, provide services for our community today to enhance the quality of living for a better tomorrow.

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job and Family Services (HCJFS) is seeking proposals for the purchase of services to provide non emergency transportation for Medicaid eligible customers to Medicaid billable services. HCJFS desires a single, or multiple, Vendors to deliver services described in the Scope of Services in this Request for Proposal (RFP). HCJFS' desire is for a Vendor or Vendors to coordinate service delivery and increase efficiency in providing transportation services to HCJFS customers. Transportation services will be primarily for the local Tri-State region within a 125 mile radius of downtown Cincinnati, Ohio (Southeast Indiana, Northern Kentucky, and Southwest Ohio), Occasionally, transportation may be necessary to any authorized Medicaid Provider in the United States. The Vendor must be able to provide transportation services that originate from locations other than Cincinnati, Ohio.

The Vendor is permitted to subcontract transportation services. The Vendor must receive written approval from HCJFS of all subcontractors prior to subcontractor delivering services.

HCJFS is seeking three (3) types of proposals for transportation services:

- Non-Emergency Transportation (NET) - Traditional
- Non-Emergency Transportation for Children's Services Customers
- Non-Emergency Transportation for Pregnancy Related Services/Healthcheck Customers

Potential bidders may submit proposals for one (1), two (2) or all three (3) services.

The intent of this RFP is to secure pricing for a maximum of four (4) years. Vendor must submit proposal for the initial term of two (2) years and an additional renewal period for two (2) years. The purpose of the four-year term is to minimize the cost for Vendors and for the county.

HCJFS' goal is to work with Vendors who can meet the entire continuum of services.

The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award multiple contracts for these services to multiple Vendors and to award contracts for any or all the services proposed.

1.2 Scope of Service

The Vendor shall warrant that they will meet the following requirements for Non-Emergency Transportation (NET) for Medicaid eligible customers to Medicaid billable services.

1. Upon commencement of the contract term, the Vendor(s) shall coordinate and monitor the transportation. HCJFS reserves the right to add, delete or change the transportation of specific programs during the contract term. The Vendor shall follow, but not be limited to, the specific requirements used for each particular program area as listed in the Request for Proposal (RFP) and as required by Ohio Administrative Codes (OAC 5101:3-24, 5101:1-38-05, and 5101:1-38-08).
2. If contacted by the media or any other Vendor about this contract, Vendor agrees to notify the NET Supervisor in lieu of responding immediately to media or other Vendor queries.
3. When an authorized customer's pick up point is a business and the authorized customer(s) are not waiting outside for the Vendor, the Vendor shall sound the horn and wait the required five (5) minutes. If there is no response from the authorized customer(s), Vendor will call back to dispatch prior to leaving or abandoning the scheduled trip and logging the trip a no show. The driver must document on the signature log the time and date of the page and, if possible, have the business personnel sign that the authorized customer(s) were paged and did not respond.
4. Standards (**Attachment I**) exist for customers who utilize transportation arranged by HCJFS. Failure of a customer to abide by the standards may result in discretionary sanctions imposed by the HCJFS Director, or designee, up to and including suspension of transportation by cab or livery vehicle.

5. Transportation by cab or livery service is a privilege and not a right. During transportation, customers must conduct themselves (and their children, if any) in a reasonable manner. Customers must avoid the use of profanity and verbally or physically abusing drivers, monitors, dispatchers and/or order takers. Failure of a customer to exhibit good behavior may result in a progressive disciplinary process that may result in an indefinite suspension of transportation by cab or livery service.
6. Failure or refusal of the HCJFS Director, or designee, to take action or impose sanctions in a given matter shall not be deemed or interpreted as a forfeiture of the Director or designee's right to do so in the future. HCJFS also reserves the right to change or amend this policy at any time.
7. Vendor should remember they are dealing with people that require great patience at all times and which can lead to unpredictable and crisis-laden situations.
8. Vendor must not refer to customers in terms of their status with HCJFS (e.g. a "welfare ride") or in any other derogatory term either directly or indirectly (e.g. over the dispatch radio) and, in general, should not treat customers any differently than they would a cash-paying fare.
9. Vendor may not transport customers to locations other than destinations authorized by HCJFS even if requested to do so by the customer.
10. Transportation services shall be provided at the request and authorization of HCJFS for transportation to Medicaid Eligible Providers who provide day treatment, medical, dental, therapy appointments, and to the pharmacy for prescribed medication. The authorization will be made electronically and encrypted to the Provider, who shall then provide the service.
 - a. Most authorizations shall be made a minimum of two (2) days prior to the trip date.
 - b. Based on medical need, some authorizations shall be made a minimum of two (2) hours prior to the trip time.
11. Vendor shall maintain daily attendance sheets verifying that services were provided. See **Attachment J - HCJFS 3546** for example of minimum information needed.

Additional Scope of Services for Children's Services

The Vendor shall warrant that they will meet the following requirements for NET transportation of Medicaid eligible children active with Children's Services to Medicaid eligible Providers.

1. The Vendor's coordination of all transports shall be provided in a manner to be most cost efficient while addressing the child(ren)'s medical, physical, custodial, psychiatric and timeliness needs. Occasionally, companions (i.e. underage siblings, caregivers, etc.) riding with child(ren) may be authorized by HCJFS.
2. For unaccompanied children, the Vendor shall have available a driver and/or designated employee, (hereafter referred to as "monitor") who shall physically accompany each Medicaid eligible child(ren) to and from Medicaid eligible Providers.
3. The goal of this service is to provide safe, timely, effective non-emergency transportation and a driver or monitor to accompany children to and from treatment locations, homes, schools, and child care. In order to maintain a protected and secure environment during said transport, either the driver or a monitor shall be able to hand carry infants when needed and physically accompany child(ren) able to walk from the pre-authorized adult at the pick up location to the vehicle, then from the vehicle to the Medicaid eligible Provider and wait with the child until the Children's Services worker or Medicaid eligible Provider is ready to receive the child for the appointment. For a medical appointment, the driver could leave for another transport after the child(ren) has been handed off to the social worker or Foster parent. A vehicle must be dispatched to return to pick up the child(ren) within twenty (20) minutes of the call from the medical appointment.
4. The driver and/or monitor must then return to pick up the child(ren) at the end of the appointment and deliver the child(ren) to the pre-authorized adult. Vendor will be required to maintain full accountability of child(ren) being served. The employees of the Vendor shall be sensitive to the care and needs of the child(ren) A protected and secure environment must be maintained at all times.
5. The driver/monitor is required to ask for identification (ID) whenever he/she picks up a child(ren) or delivers the child(ren) at the designated location. The ID submitted must match the name of the pre-authorized adult on the request for transportation. Reference NET Policy Memo 11A (**Attachment K**) and HCJFS 3546, Rev. 12/08 (**Attachment J**).
6. When picking up the child(ren) for transport to an appointment, there should be no physical/verbal use of force used to insist they go. If on a return trip, the child(ren) is unwilling to get into the vehicle, the child(ren) has to be returned. In this instance,

the driver or monitor should first attempt to contact the social worker. If the social worker cannot be contacted, then the driver or monitor should contact the social worker's supervisor. If after fifteen (15) minutes there has been no response, the driver or monitor should call the police and an Incident Report should be completed and sent to the NET Fiscal Coordinator within twenty-four (24) hours of the incident. Upon receipt, the NET Fiscal Coordinator will again report the incident and forward the Incident Report to the social worker.

7. The Vendor must adhere to standards set within Children's Services Policy 15.01-B (**Attachment L**) when transporting children.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease, or remain the same.

1. Children's Services Transportation Services

In 2008, NET Children's Services procured services for approximately 6,000 one way transports for children active with Children's Services for medical, therapy, and dental appointments. In 2008, NET Children's Services served an average of 600 children, age's birth through eighteen (18) years old, who are Medicaid eligible and active with HCJFS Children's Services. Participating families have a history of abuse, neglect, and/or dependency. Children and parents present with mental health, drug and alcohol, and medical conditions that must be factored into the transportation plans. Family situations require out-of-home care placements and will have a range of custody statuses from Emergency Orders, Voluntary Agreements for Care, to Custody. The ultimate goal for these families is to safely reunify children with their families in the shortest timeframe possible, supporting child safety, permanency, and well-being.

2. Non-Emergency Transportation Services - Traditional

In 2008, NET procured services for approximately 240,000 one way scheduled NET transports for medical, therapy, dental, and pharmacy appointments. In 2008, NET served an average of 11, 000 customers, who are Medicaid eligible customers.

3. Pregnancy Related Services (PRS)/ Healthchek Transportation Services

In 2008, PRS/Healthchek procured services for approximately 3,404 one way transports for medical, therapy, dental and pharmacy appointments. In 2008, PRS/Healthchek served an average of 231 Medicaid eligible customers. Pregnant teenagers, under the age of eighteen (18), may not require guardian

accompaniment. This will be determined by the Pregnancy Related Services (PRS) staff and the Vendor will be notified of such instances.

1.2.2 Service Components

The following Service Components pertain to all three programs.

A. Children's Services, NET Traditional, and Pregnancy Related Services/Healthchek Transportation Services

1. The Vendor shall have a toll free telephone number accessible twenty-four (24) hours per day, seven (7) days per week for HCJFS approved Medicaid customers to call and personnel to answer the toll free telephone number twenty-four (24) hours per day, seven (7) days per week.
2. The Vendor shall dedicate an employee to respond to non-medical emergencies (car trouble, accidents, etc.) and communicate emergency information to HCJFS' transportation management, parents, Children's Services, and child care facilities.
3. The Vendor shall dedicate an employee to respond to HCJFS' questions regarding invoices.
4. The Vendor shall have experience in transporting individuals in wheelchairs, who can transfer on their own, from their wheelchair to the vehicle. The Vendor shall help customers who need or request assistance in and out of the vehicle, including providing a step stool to assist customers into or out of the vehicle when necessary.
5. The Vendor shall be available to provide transportation services twenty-four (24) hours a day seven (7) days a week.
6. The Vendor shall ensure that the response time for return trips, between receiving the call from the customer and the vehicle arriving at the designated pick-up location, is within twenty (20) minutes or best proposed time by Vendor.
7. Based on the ages of the children transported, the Vendor shall have vehicles equipped in accordance with Children's Services Manual Section 15.01-B (**Attachment L**) when transporting children active with Children's Services.
8. The Vendor shall be available to meet on a scheduled and unscheduled basis, with HCJFS' staff to facilitate HCJFS' staff monitoring of contract performance, compliance and program practices.
9. The Vendor shall maintain all service-related records for a minimum of six (6) years.
10. When providing services to HCJFS customers, the Vendor shall provide

- transportation services exclusively to the customers of HCJFS in any given vehicle and shall not combine trips with persons from non-HCJFS sources.
11. Customers returning from chemotherapy or dialysis can be pooled but not so as to increase the time for a direct trip home by more than twenty (20) minutes. Mapquest .com or some other internet mileage tracking tool shall be used to make this determination in the event of a dispute.
 12. No customer shall be in transport more than seventy-five (75) minutes each way, unless otherwise directed by HCJFS.
 13. The Vendor shall, on occasion, and without prior approval from HCJFS, transport currently authorized customers who have a medical emergency that is not severe enough to warrant transportation by ambulance. The Vendor is required, but not limited to the following guidelines:
 - a. If HCJFS Transportation staff are not available, the Vendor shall leave a voice message for the NET/PRS staff with the name of the customer, unique Customer Identifier/Number, nature of emergency, addresses for pick up and drop off and date and times of pick up and drop off. Once this contact has been made to HCJFS, the Vendor shall provide transportation.
 - b. When no adult is home for drop-off of a child(ren) and the parent/guardian does not answer the phone, the Vendor shall follow NET Policy Memo 11A, "Drop Off – No Responsible Party Home,
(Attachment K).
 14. Due to the urgent medical nature of needed transports, the Vendor shall transport customers in inclement weather, unless the city proclaims a level 3 Snow Emergency. See Children's Services Manual Section 2.07 Inclement Winter Weather **(Attachment M)**.
 15. Vendor shall arrive at the customers' home in time for them to be at their appointments/destination on time, as scheduled. Vendor will telephone the customer in advance to inform the customer that vehicle is in route. Vendor will give the customer an estimated time of arrival for pick-up. The Vendor and its subcontractors shall wait no longer than a total of five (5) minutes after scheduled arrival time, unless HCJFS authorizes otherwise.
 16. Vendor shall pick up customer at the HCJFS authorized locations. The customer has no authority to change pick up or drop off locations, or bring additional riders who have not been pre-authorized by HCJFS. Vendor will inform HCJFS if authorized drop of destination is not a medical facility.

B. Additional Service Components for Children's Services Customers

Child(ren) from the same family riding to and from appointments together shall have only one monitor to accompany them to and from the appointment. This includes physically assuming responsibility at the designated pick up point and escorting unaccompanied child(ren) to the point of release for appointments of an authorized Provider, as well as maintaining complete awareness and vigilance of child activity. Once the child(ren) has arrived at the designated appointment, the monitor is to release the child(ren) to the pre-authorized adults, therapists, medical personnel or social workers at the designated appointment location. Upon appointment completion, the potential Vendor will be required to pick-up the child(ren) for transport. The monitor will escort the child(ren) from the appointment location and return the child(ren) to the designated drop off location. The monitor will release the child(ren) to the pre-authorized adult.

1.2.3 Performance/Service Feedback

1. Performance Survey

- a. Vendor(s) shall be responsible for obtaining a professional market research company or accredited university to administer a survey twice annually for HCJFS customers transported by the Vendor and all subcontractors. These surveys are to be completed in July and January for the preceding six (6) month period, or as otherwise directed by HCJFS.
- b. The customers shall be surveyed using a statistically valid random sampling methodology.
- c. The Vendor shall be liable for all scores, including subcontractor's scores.
- d. The findings of the surveys shall be available within sixty (60) days post survey period, directly to HCJFS' Transportation Services Management.
- e. When the Customer Satisfaction Survey of the Vendor and Contractor(s) is eighty-five percent (85%) or less favorable, HCJFS reserves the right to invoke a requirement for quarterly surveys at the Vendor's expense. After the second consecutive survey with results below eighty-five percent (85%), the Vendor shall be assessed one-thousand dollar (\$1,000.00) penalty. Recovery will be recouped through invoice deduction.

2. Continuous Quality Improvement Process

- a. For any Customer Satisfaction Survey score below eighty-five (85%), the Vendor shall be responsible for remediation of problems identified by the survey.
- b. If any Customer Satisfaction Survey score is below eighty-five (85%), the

Vendor shall develop, implement, and submit a quality assurance process that provides information for improving performance. The process will focus on enhancing service delivery and customer satisfaction. The report will be submitted to HCJFS one (1) month after receipt of the Survey report.

1.2.4 Complaint Resolution

1. Provide large typed signs in all vehicles that explain the customer complaint process in clear and easy-to-understand language, also incorporating Limited English Proficiency (LEP) customers, and including phone numbers and addresses;
2. Vendor is required to have a designated employee who fields all complaints, resolves those regarding Vendor services, and refers to HCJFS' those involving authorizations;
3. Ensure the above contact point , or someone backing up for this person, is available by phone during HCJFS business hours (M-F 7:00 a.m. – 5:00 p.m.);
4. Vendor will track complaints by customer, service Vendor, and type of complaint. Vendor will individually address and document the resolution of each complaint and maintain information in an appropriate database or spreadsheet; analyze and use information from the complaint database to increase service and decrease complaints; and make that data available to HCJFS within five (5) days of a request from HCJFS and/or the end of each month, depending on which comes first; and
5. Good customer service is a priority to HCJFS. HCJFS reserves the right to implement progressive corrective action as a result of multiple complaints about Vendor customer service delivery.

1.2.5 Employee Qualifications

Vendor, and any subcontractor, providing transportation services directly shall ensure that any employee who has direct contact with HCJFS' customers, who are being transported under the terms of this contract, will meet the following qualifications:

1. **Work History:** All Vendor employees who are assigned to this contract with HCJFS' customers shall have information on job applications verified. Verification shall include references and work history information.
2. **Criminal Record Check:** Vendor warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, volunteer with, or transport consumers. Vendor will obtain a

statewide conviction record check through the Bureau of Criminal Identification and Investigation ("BCII"), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office, and any law enforcement or police department necessary to conduct complete criminal record checks of each individual providing service. All completed and documented checks shall be in the employee file.

Vendor shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as **Attachment N** to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or a private vendor hired by HCJFS to conduct compliance reviews on their behalf.

Vendor shall not assign any individual to work with or transport consumers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

3. **Employees Who Have Been Convicted:** Employees who have been convicted of or plead guilty to any of the laws contained in the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 shall not come into contact with HCJFS' customers. Employers shall not operate a vehicle with a HCJFS customer as a passenger if:

- a. The employee has a condition which would affect safe operation of a motor vehicle;
- b. The employee has six (6) or more points on his or her driver's license; or
- c. The employee has been convicted of driving while under the influence of alcohol and/or drugs.
- d. Vendor shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

4. **Employees Operating A Vehicle:** Employees who will operate a vehicle with HCJFS customers shall have the following qualifications:

- a. A commercial driver's license
- b. If operating a school bus, the Vendor must meet the requirements according to the Ohio Revised Code 4506 Commercial Driver's Licensing with the appropriate endorsement and restriction and training that meets or exceeds

the minimum requirements of the Ohio Pupil Operation and Safety Rules in Ohio Administrative Code 3301-83, including emergency evacuation and drills, some experience driving a school bus or supervised on the job training by the Vendor until competency is assured, as required by the type of vehicle being driven.

- c. All drivers shall display a picture ID when providing HCJFS transportation.
 - d. Employees shall be trained and have competence using age appropriate safety restraints (i.e., car seats, booster seats, safety belts, etc.).
 - e. Vendor must maintain and document a regularly scheduled training for drivers and dispatchers. Training must include but not be limited to appropriate phone etiquette, passenger assistance, and emergency procedures.
5. **Employees as Monitors:** Employees, who shall be used solely as monitors on a vehicle and will never operate the vehicle, shall be at least twenty-one (21) years of age and have employment or volunteer history that demonstrates ability, maturity, and sensitivity to care for abused and neglected children and be trained as required by Federal, State and Local laws, rules and regulations including but not limited to the following :
- a. Employees shall be trained in emergency evacuation procedures and drills.
 - b. Employees shall be trained and have competence using age appropriate safety restraints (i.e., car seats, booster seats, safety belts, etc.).
 - c. Vendor must maintain and document a regularly scheduled training for monitor. Training must include but not be limited to appropriate phone etiquette, passenger assistance, and emergency procedures.
6. **Employee Confidential Information:** HCJFS may request that the Vendor not use an employee or prospective employee as a bus driver or monitor based on confidential information known to HCJFS. To this end, the Vendor shall provide to HCJFS the name and social security number of all individuals having direct contact with children prior to providing transportation services. The Vendor shall not use an employee or prospective employee as a driver or monitor unless approved by HCJFS.

1.2.6 Vehicles and Equipment Requirements

All vehicles used shall conform to, be equipped, maintained, and inspected as required by all federal, state, and local laws and regulations of agencies governing school buses and the transportation of children and school children. These include but are not limited to Ohio Revised Code Chapter 45 Section 4501 and 4511.81, Ohio Administrative Code

4501-37, and the Ohio Department of Education's Pupil Transportation Operation and Safety Rules.

HCJFS shall receive, within five (5) business days of request, the identification number, Ohio highway patrol school bus inspection and report, the daily pre-trip inspection log, and maintenance schedule for each vehicle used at any time to fulfill this contract.

HCJFS reserves the right to inspect vehicles of its choice used by the Vendor for transporting eligible individuals at any time and without prior notice to the Vendor. HCJFS reserves the right to ride in vehicles of its choice used by the Vendor to monitor the safety of the vehicle and the quality of service delivery.

All vehicles used shall be maintained in a safe operating condition. At a minimum the interior and exterior of each vehicle will be cleaned weekly and free of debris, smoke – free and fragrance free when requested by customer or HCJFS. For the purpose of responding quickly to emergency situations, Vendor agrees to equip each vehicle with a first aid kit, a blood borne pathogen kit, a knife designed for cutting restraint straps should an emergency evacuation be necessary, and a 2-way radio of sufficient watts to cover all Hamilton County and Tri State Region.

In providing this service, the Vendor agrees to do so in complete compliance with Federal, State, and local law and the policies of HCJFS.

1.2.7 Technology Requirements

The Vendor is required to receive transportation authorization orders and to submit invoice details via an account on HCJFS' Secure FTP server. The files must be in standard text format (.txt) and meet the HCJFS prescribed layout specifications **(Attachment O)**. The Vendor must supply the computer hardware and software technology required for facilitating the file transfer process. Broadband/high speed internet access and a secure ftp client (i.e. FileZilla), needed to maintain a standard of 128 bit encryption for confidential information, is required.

If deemed necessary, the Vendor may be required to attend training on technical requirements and/or briefings in regards to modifications prior to and/or during the execution of a contract.

2.0 Vendor Proposal

It is required that all proposals be submitted in the format as described in this section and represent the lowest cost without compromising services. Each submission must have one original proposal with ten (10) copies, using twelve (12) point Arial font when possible. Each Proposal section title must correspond to the following format below. All proposal pages will be numbered sequentially throughout entire proposal beginning with – Section 2.1 – Cover Sheet and ending with Section 2.5 – Personnel Qualifications. Vendors are encouraged, but not required, to use double sided copies in their proposal. Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

Section 2.1 – Cover Sheet

Section 2.2 - Service and Business Deliverables

Section 2.2 - Service and Business Deliverables

Section 2.2.1 – Program Components

Section 2.2.2 – System and Fiscal Administration Components

Section 2.3 – Budgets and Cost Considerations

Section 2.4 - Customer References

Section 2.5 - Personnel Qualifications

2.1 Cover Sheet

Each Vendor must complete the Cover Sheet, **Attachment A**, for each proposal submitted and include such in its proposal. The Cover Sheet must be signed by an authorized representative, Chief Financial Officer of the Vendor, and also include the names of individuals authorized to negotiate with HCJFS. The signature line must indicate the title or position the individual holds in the company. Any and all proposals without unsigned Cover Sheets will be rejected.

The Cover Sheet for each proposed service must also include the proposed Unit Rate(s) and Monitor Rate for each service Vendor is proposing for Contract Years 2010 through 2011(initial contract years), and 2012 through 2013 (renewal contract years). These Unit Rate(s) and Monitor Rate must be supported by the Budget. Please indicate on the Cover Sheet what Service the proposal is intended.

2.2 Service and Business Deliverables

Vendor should clearly state its competitive advantage and its ability to meet the terms, conditions, and requirements as defined in this RFP in responding to this section. Vendors must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.2.2 System and Fiscal Administration Components:

2.2.1 Program Components

Vendor is required to respond to the following for all Proposal submissions:

1. Describe how you will be providing the service identified in Section 1.2 Scope of Service. Include details about the type of vehicles to be utilized and number of staff that will be necessary, for example drivers, administrative staff.
2. Describe the population you serve and Vendor's history and experience. Please state your competitive advantage and ability to meet the terms, conditions and requirements defined in this RFP.
3. Describe how you will provide a toll free telephone number accessible twenty-four (24) hours per day, seven (7) days per week, for HCJFS approved Medicaid customers to call and personnel to answer the toll free telephone number.
4. Describe how you will coordinate all transports in a manner that will be most cost efficient while addressing the child(ren)'s medical, physical, custodial, psychiatric and timeliness needs.
5. Describe how the Vendor will coordinate and monitor the transportation.
6. Describe your policy for handling contacts from the media regarding customer incidents.
7. Describe the Vendor plan for communicating non-medical emergencies such as car trouble, accidents, etc. to HCJFS' transportation management, parents, Children's Services and child care facilities.
8. Describe Vendor's expertise in dealing with people that require great patience at all times and that may lead to unpredictable and crisis-laden situations.
9. Describe how Vendor will handle language barriers.
10. Describe Vendor's experience in transporting individuals in wheelchairs.
11. Describe how your vehicle(s) is equipped with child restraints in accordance with Children's Services Manual Section 15.01B (**Attachment L**).
12. If you plan to subcontract please describe how you plan to use subcontractors in this contract and provide a list of potential subcontractors.

13. Describe how many vehicles have access to and utilize screened vehicles for transportation of customers.
14. Describe how you plan to maintain daily records on attendance sheets verifying that service was provided. Please attach a sample of the form.
15. Describe in detail your training policy for drivers, dispatchers, etc. REFERENCE Section 1.2.5 Employee Qualifications, #4 Employees Operating A Vehicle.
16. Describe the internet access and secure ftp client that will be utilized.
17. Provide a file layout/description of the Monthly Billing Detail file that will be delivered.
18. State how you are you able to provide all electronically submitted reports in Excel version XP or 2007 format.
19. Describe your experience, and/or your ability, to maintain the confidentiality of customer information and exchange customer data with HCJFS via secure and encrypted Certified Mail e-mail, per (**Attachment P**).
20. Describe your ability to attend trainings/briefings regarding technical requirements as needed?
21. Describe and explain your encryption technology to receive and send confidential client information.
22. Describe your ability to have transportation available for customers twenty-four (24) hours, seven (7) days a week regardless of holidays or inclement weather.

2.2.2 System and Fiscal Administration Components

Please provide the following attached to the original proposal and all copies:

- A. Contact Information - Provide the address for the Vendor's headquarters and service locations. Include a contact name, address, and phone number.
- B. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.
- C. Subcontracts - Submit a letter of intent from each subcontractor indicating their commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same contract standards as the Agency/Company.

- D. Agency's/Company Primary Business - State the agency's/company's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- E. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
- F. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
- G. Job Descriptions - For all positions in the program budget.
- H. Daily Service/Attendance Form - Include a blank copy of the forms used to record services provided. Information must include: date of service, beginning and end time of service, names of all participants who received service, the type of service received, and name of the driver and monitor.
- I. Program Quality Documents - Attach documents which describe and support program quality. Such documents might be the forms used for monitoring and evaluation or copies of awards received for excellent program quality.
- J. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

Please provide the following attached only to the original proposal:

- K. Agency/Company Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and financed.
- L. Annual Report - A copy of Vendor's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990. For a sole proprietor or for profit entities, include copies of the two (2) most recent year's federal income tax returns and the most recent year end balance sheet and income statement. If no audited statements are available, Vendor must supply equivalent financial statements certified by Vendor to fairly and accurately reflect the Vendor's financial status. **It is the responsibility of the Vendor to redact tax identification numbers from all documents prior to submission to HCJFS.**
- M. Licensure - A copy of appropriate licensure from ODJFS, ODMH or other licensing agencies. Identify any actions to include any documentation of actions taken by ODJFS, ODMH or any other licensing body against your organization or any subsidiaries or business partners over the past 10 years including, but not limited to Corrective Action Plans, temporary licenses or revocations.

2.3 Budgets and Cost Considerations

HCJFS anticipates services will begin no later than January 1, 2010. Vendor must submit a Budget and Unit Rate calculation of the trip rate per leg per person, and Monitor Rate (if applicable), for the initial contract term (2010 through 2011) and one (1) two (2) year optional renewal period (2012 through 2013). The monitor's wage can be no more than current Federal minimal wage. Vendor understands it will be used to compensate Vendor for services provided. Budgets and Unit Rates and Monitor Rate must be submitted in the form provided as **Attachment C**.

In the event a fuel surcharge is included in your proposal, please submit the following:

1. Your proposed base price of fuel per gallon including your methodology used to determine the base price of fuel per gallon.
2. Average miles per gallon fuel consumption per vehicle type.
3. The method used to determine when the fuel increase would apply. Ex: actual cost from your designated NET credit card account or as reported by US Energy Information Administration for the Midwest/Ohio region?

A. Profit Margin:

Vendor and HCJFS agree that the profit margin set forth in the Budget will not materially differ from that presented in the Budget for the Initial Term of the Contract, inclusive of any increases to the Base Unit Rate on a monthly and quarterly basis. To the extent Vendor's profit margin materially differs from that presented in the Budget and industry standards for similar bus companies; the parties agree to negotiate any modification to the Budget in good faith. If a modified Budget cannot be agreed to by the parties after no less than a thirty (30) day period of good faith negotiations, either party may terminate this Contract with no less than sixty (60) days prior written notice. The parties recognize that the Services provided require a complex array of transportation services from non-emergency medical to regulated school transportation operation twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year.

When completing the HCJFS Budget profit margin line item, please provide your company or agency's profitability, by calculating your operating earnings excluding tax and interest, this is also known as EBIT

All registered Vendors will be sent an electronic budget file in Excel format. All Vendors submitting a proposal shall include a hard copy of all ten (10) budgets in the proposal and also submit budgets electronically in Excel format to the contact person identified in Section 3.2 HCJFS Contact Person. If Vendor is unable to submit an electronic copy of the budget, Vendor shall include a statement in the

budget narrative explaining the reason.

NOTE: The electronic copy of the budget and Vendor's proposals must be received by the due date specified in the RFP. The electronic copy of the budget must be submitted in an unlocked Excel format and must match the hardcopy budge submitted in the proposal.

For renewal years, any increases in Unit Rates will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than 3% of the Unit Rate of the prior term. HCJFS does not guarantee that the Unit Rate will be increased from one contract term to the next. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.

B. Vendor must warrant and represent the Budget is based upon current financial information and programs, and includes all costs relating to but not limited by the following:

1. Transportation; and
2. Monitor(s); and
3. Other direct services (e.g. insurance, administration, etc.) needed to accurately calculate the cost of a unit of Service

All revenue sources available to Vendor to serve customers identified in the Scope of Service shall be listed in the Budget, and utilized, where permissible, to reduce the Unit Rate. All costs must be specified for the various parts of the program. Cost must be broken down by type of work as well as classifications for staff, i.e. senior program manager vs. lower level position.

The **Unit Rate and Monitor Rate** for each service proposed for each contract year must be listed on the Cover Sheet, **Attachment A**.

C. Vendor must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.

D. Vendor must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Vendor is a for-profit organization.

E. For the purposes of this RFP, "unallowable" program costs include:

1. cost of equipment or facilities procured under a lease-purchase arrangement unless it is applicable to the cost of ownership such as depreciation, utilities, maintenance and repair;
2. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
3. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;

4. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 5. entertainment costs for amusements, social activities and related costs for staff only;
 6. costs of alcoholic beverages;
 7. goods or services for personal use;
 8. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 9. gains and losses on disposition or impairment of depreciable or capital assets;
 10. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 11. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in OAC 5101:2-47-25(n);
 12. losses on other contracts';
 13. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
 14. costs related to legal and other proceedings;
 15. goodwill;
 16. asset valuations resulting from business combinations;
 17. legislative lobbying costs;
 18. cost of organized fund raising;
 19. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
 20. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
 21. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
 22. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
 23. major losses incurred through the lack of available insurance coverage; and
 24. cost of prohibited activities from section 501©(3) of the Internal Revenue Code.
- If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

2.4 Customer References

Vendor must submit at least three (3) letters of reference for whom services were provided similar in nature and functionality to those requested by HCJFS. Reference letters from HCJFS or HCJFS employees will not be accepted. Each reference must include at a minimum:

- A. Company name;
- B. Address;
- C. Phone number;
- D. Fax number;
- E. Contact person;
- F. Nature of relationship and service performed; and,
- G. Time period during which services were performed.

If Vendor is unable to submit at least three (3) letters of reference, Vendor must submit a detailed explanation as to why.

2.5 Personnel Qualifications

For all company and sub-contract personnel, who will be working with the program, please submit resumes with the following:

- A. Proposed role;
- B. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
- C. Work history; and
- D. Personal reference (company name, contact name and phone number, scope and duration of program).

Vendor's program manager, or the person(s) who will be responsible for administering the Vendor's transportation program, must have a minimum of three (3) years experience as a program manager, or responsibility for administering transportation services, with a similar program.

RFPs and all attachments are posted on the Hamilton County Board of County Commissioner's website for general viewing. It is the proposing agency's responsibility to redact all personal information from resumes. Please make sure the resume reflects the person's position title instead of their name so we can tie the position back to the budget.

3.0 PROPOSAL GUIDELINES

The RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current federal, state, and local laws and procedures.

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	June 4, 2009
RFP Conference	June 22, 2009, 1:00 p.m.
Deadline for Receiving Final RFP Questions	June 24, 2009
Deadline for Issuing Final RFP Answers	July 6, 2009
Deadline for Proposals Received by HCJFS Contact Person	August 12, 2009, by 11:00 a.m.
Deadline for Registering for the RFP Process	July 29, 2009, 3:00 p.m.
Oral Presentation/Site Visits – if needed	August 18, 2009
Anticipated Proposal Review Completed	August 20, 2009
Anticipated Start Date	January 1, 2010

3.2 HCJFS Contact Person

HCJFS Contact Person and mailing address for questions about the proposal process, technical issues, the Scope of Service or to send a request for a post-proposal meeting is:

Maggie Barnett, Contract Services
Hamilton County Department of Job and Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org
Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH VENDOR MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS July 29, 2009, By 4:00 p.m.

All interested Vendors must complete Registration Form (**Attachment H**) and fax or e-mail the HCJFS Contact Person to register, leaving their name, company name, email address, fax number and phone number. The HCJFS Contact Person's fax number is (513) 946-2384, and their e-mail address is HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org.

3.4 RFP Conference

The RFP Conference will take place at the Hamilton County Job & Family Services, 222 E. Central Parkway, Cincinnati, Ohio, 45202, 6th Floor, Room 6SE401, on Monday, June 22, 2009, 1:00 p.m.

All registered Vendors may also submit written questions regarding the RFP or the RFP Process. All communications being mailed, faxed or e-mailed are to be sent only to the HCJFS Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the HCJFS Contact Person. The questions and answers will be distributed at the RFP's Conference and by e-mail to Vendors who have registered for the RFP Process but are unable to attend the RFP's Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the HCJFS Contact Person.
- C. No questions will be accepted after **June 24, 2009**. The final responses will be faxed or e-mailed on **July 6, 2009** by 4:00 p.m.
- D. Only Vendors who register for the RFP Process will receive copies of questions and answers.
- E. The answers issued in response to such Vendor questions become part of the RFP.

3.5 Prohibited Contacts

The integrity of the RFP process is very important to HCJFS in the administration of our business affairs, in our responsibility to the residents of Hamilton County, and to the Vendors who participate in the process in good faith. Behavior by Vendors which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither

Vendor nor their representatives should communicate with individuals associated with this program during the RFP process. If the Vendor attempts any unauthorized communication, HCJFS will reject the Vendor's proposal.

Individuals associated with this program include, but are not limited to the following:

- A. Public officials; including but not limited to the Hamilton County Commissioners; and
- B. Any HCJFS employees, except for the HCJFS Contact Person.

Examples of unauthorized communications are:

- A. Telephone calls;
- B. Prior to the award being made, telephone calls, letters and faxes regarding the program or its evaluation made to anyone other than the HCJFS Contact Person as listed in Section 3.2;
- C. Visits in person or through a third party attempting to obtain information regarding the RFP; and
- D. E-mail except to the HCJFS Contact Person, as listed in Section 3.2.

3.6 Vendor Disclosures

Vendor must disclose any pending or threatened court actions and claims brought by or against the Vendor, its parent company or its subsidiaries. This information will not necessarily be cause for rejection of the proposal; however, withholding the information may be cause for rejection of the proposal.

3.7 Vendor Examination of the RFP

THIS RFP AND THE REQUIREMENTS HEREIN HAVE BEEN MODIFIED SINCE THE PREVIOUS RFP PROCESS. PLEASE REVIEW ALL REQUIREMENTS AND THE PROPOSAL TO ENSURE ACCURACY. ATTENDANCE AT THE RFP CONFERENCE IS HIGHLY ENCOURAGED.

Vendors shall carefully examine the entire RFP and any addenda thereto, all related materials and data referenced in the RFP or otherwise available and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If Vendors discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the HCJFS Contact Person of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP Conference, Section 3.3, without divulging the source of the request for same.

If a Vendor fails to notify HCJFS prior to **June 24, 2009 by 1:00 p.m.** of an error in the RFP known to the Vendor, or of an error which reasonably should have been known to the Vendor, the Vendor shall submit its proposal at the Vendor's own risk. If awarded the contract, the Vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP no later than **July 6, 2009** by issuance of one or more addenda to all parties who registered for the RFP's Conference, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Vendors who registered for the RFP's Conference will be notified and will receive the addenda via fax or e-mail. In the unlikely event emergency addenda by telephone are necessary, the HCJFS Contact Person, or designee, will be responsible for contacting only those Vendors who registered for the Vendor's Conference. All addendas to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> and <http://www.bidsync.com>.

3.9 Availability of Funds

This program is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during any stage of this RFP process, funds are not allocated and available for the proposed services, the RFP process will be canceled. HCJFS will notify Vendor at the earliest possible time if this occurs. HCJFS is under no obligation to compensate Vendor for any expenses incurred as a result of the RFP process.

4.0 Submission of Proposal

Vendor must certify the proposal and pricing will remain in effect for 180 days after the proposal submission date.

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

The cost of developing proposals is entirely the responsibility of the Vendor and shall not be chargeable to HCJFS under any circumstances. All materials submitted in response to the RFP will become the property of HCJFS and may be returned only at HCJFS' option and at Vendor's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS, such information was intended to mislead HCJFS, in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

One (1) signed original proposal and ten (10) duplicates of the proposal must be received by the HCJFS Contact Person at the address listed in Section 3.2, HCJFS Contact Person, no later than **11:00 a.m. EST on August 12, 2009.** ***Proposals received after this date and time will not be considered.*** If Vendor is not submitting the proposal in person, Vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the HCJFS Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, telegraphic, facsimile, or telephone proposals will be accepted.

It is absolutely essential that Vendors carefully review all elements in their final proposals. Once received, proposals cannot be altered; however, HCJFS reserves the right to request additional information for clarification purposes only.

4.5 HCJFS Reserves the Right to Accept and/or Reject Any or All Proposals:

- A. award a contract for one or more of the proposed services;
- B. award a contract for the entire list of proposed services;
- C. reject any proposal, or any part thereof; and
- D. waive any informality in the proposals.

The recommendation of HCJFS staff and the decision by the HCJFS Director shall be final. Waiver of an immaterial defect in the proposal shall in no way modify the RFP documents or excuse the Vendor from full compliance with its specifications if Vendor is awarded the contract.

4.6 Evaluation and Award of Agreement

The review process shall be conducted in four stages. Although it is hoped and expected that a Vendor will be selected as a result of this process, HCJFS reserves the right to discontinue the procurement process at any time.

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by **11:00 a.m. on August 12, 2009** to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP.

Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-Qualified. Non-Qualified proposals will be rejected.

Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than **11:00 a.m. on August 12, 2009** and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- B. Signed and Completed Cover Sheet, Section 2.1;
- C. Responses to Program Components, Section 2.2.1;
- D. Responses to System and Fiscal Administration Components, Section 2.2.2;

- E. Two (2) Completed Budgets and two (2) Budget Narrative, (hard and soft copies) Section 2.3;
- F. Three (3) Customer References or a written explanation, Section 2.4;
- G. Personnel Qualifications and Resumes, Section 2.5; and
- H. Completed RFP Registration Form.

Stage 2. Evaluation Committee Review

All Qualified proposals shall be reviewed, evaluated, and rated by the Review Committee. Review Committee shall be comprised of HCJFS staff and other individuals designated by HCJFS. Review Committee shall evaluate each Vendor's proposal using criteria developed by HCJFS. Ratings will be compiled using a Review Committee Rating Sheet. Responses to each question will be evaluated and ranked using the following scale:

Scale may not be altered.

Does Not Meet Requirement	A particular RFP requirement was not addressed in the Vendor's proposal. (Rating 0%)
Partially Meets Requirement	Vendor proposal demonstrates some attempt at meeting a particular RFP requirement, but that attempt falls below acceptable level. (Rating 25%)
Meets Requirement	Vendor's fulfills a particular RFP requirement in all material respects, potentially with only minor, non-substantial deviation. (Rating 75%)
Exceeds Requirement	Vendor's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations. (Rating 100%)

Stage 3 Other Materials

Review Committee members will determine what other information is required to complete the review process. All information obtained during Stage 3 will be evaluated using the scale set forth in Stage 2 Review. Review Committee may request information from sources other than the written proposal to evaluate Vendor's programs or clarify Vendor's proposal. Other sources of information, may include, but are not limited to, the following:

- A. Written responses from Vendor to clarify questions posed by Review Committee. Such information requests by Review Committee and Vendor's responses must always be in writing;

- C. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Vendor's key program personnel. HCJFS reserves the right to video tape the presentations.

Stage 4 Evaluation

Final scoring for each proposal will be calculated. For this RFP, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 17% Initial Budget Years and 13% Renewal Budget Years of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered is worth 10% of the total evaluation score.

If HCJFS determines that is not necessary to conduct a Stage 3 review, the evaluation percentages assigned to each section are:

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. System Evaluation including responses to Section 2.2.2 Questions are worth 10% of the total evaluation score.
- C. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 17% Initial Budget Years and 13% Renewal Budget Years of the total evaluation score.

4.7 Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Agreement. The Review Committee's evaluations will be scored and sent through administrative review for final approval.

- B. Based upon the results of the evaluation, HCJFS will select Vendor(s) for the services who it determines to be the responsible agency/company(s) whose proposal(s) is (are) most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Vendor to finalize details of the Contract using **Attachment B**, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Vendor.
- D. If HCJFS and selected Vendor are able to successfully agree with the Contract terms, the BOCC has final authority to approve and award Contracts. The Contract is not final until the BOCC has approved the document through public review and resolution through quorum vote.
- E. If HCJFS and successful bidder are unable to come to terms regarding the Agreement, in a timely manner as determined by HCJFS, HCJFS will terminate the Agreement discussions with Vendor. In such event, HCJFS reserves the right to select another Vendor from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Qualified Vendors passing the preliminary Stage 1 Review, who wish to obtain clarifying information regarding their non-selection. If a Vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be submitted in writing and received by HCJFS within fourteen (14) business days after the date of notification of the decision. All requests must be signed by an individual authorized to represent the Vendor and be addressed to the HCJFS Contact Person at the address listed in Section 3.2. Certified or registered mail must be used unless the request is delivered in person, in which case the Vendor should obtain a delivery receipt. A meeting will be scheduled within 21 calendar days of receipt of the request and will be for the purpose of discussing a Vendor's non-selection.

4.9 Public Records

Hamilton County is a governmental agency required to comply with the Ohio Public Records Act as set forth in ORC 149.43. In the event Vendor provides Hamilton County with any material or information which Vendor deems to be subject to exemption under the Ohio Public Records Act, Vendor shall clearly identify and mark such documents accordingly before submitting them to Hamilton County. If Hamilton County is requested by a third party to disclose those documents which are identified and marked as exempt for disclosure under Ohio law, Hamilton County will notify Vendor of that fact. Vendor shall

promptly notify Hamilton County, in writing, that either a) Hamilton County is permitted to release these documents, or b) Vendor intends to take immediate legal action to prevent its release to a third party. A failure of Vendor to respond within five (5) business days shall be deemed permission for Hamilton County to release such documents.

4.10 Vendor Certification Process

HCJFS reserves the right to complete the Vendor Certification process for selected Vendors. The purpose of the process is to provide some assurance to HCJFS that Vendor has the administrative capability to effectively and efficiently manage the contract. The process covers three (3) key areas: Section A - basic identifying information; Section B - financial and administrative information; and Section C - quality assurance information. The process may be abbreviated for Vendors already certified through another process, such as Medicaid, JCAHO, COA, CARF, etc.

See example **Attachment D**.

5.0 Terms and Conditions

The contents of this RFP and the commitments set forth in the selected proposals shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Vendors.

5.1 Type of Contract

The evaluation of proposals submitted in response to this RFP may result in the issuance of a contract. The contract shall incorporate the terms, conditions and requirements of the RFP, the Vendor's proposal, and any other mutually agreed upon terms.

5.2 Order of Precedence

The successful Vendor's proposal, this RFP, and other applicable addenda will become part of the final contract. This RFP and all attachments are intended to supplement and complement each other and shall where permissible be so interpreted. However, if any provision of this RFP or the attachments conflict, this RFP takes precedence.

5.3 Contract Period, Funding & Invoicing

A contract will be written for the initial term of two (2) years and one (1) additional two (2) year renewal period. Contract renewal and any proposed renewal year rate increase (up to 3% subject to Section 2.3) will be initiated at the sole discretion of HCJFS, subject to funding availability and Vendor contract performance. Contract payment is based on Unit Rates and Monitor Rate for authorized services already provided. HCJFS will use its best efforts to make payment within 30 days of receipt of timely and accurate invoices and required documentation. HCJFS will not pay late fees, interest, or other penalties for later payment.

Invoices:

Vendor shall invoice the NET Fiscal coordinator on a per leg (one-way) basis. There shall be no additional recompense for companions riding with children or no shows.

Original invoices for each service shall be sent according to Section 1.2.7, Technology Requirements, and payment process will be as follows:

1. Vendor shall submit a separate invoice for each service month. HCJFS will not make payment for any Service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an

invoice is either received timely or is accurate. HCJFS will implement partial invoice payment as permitted by County Auditor procedures.

2. For invoices which are received timely but are not accurate, there will be no extension of the time limitation set forth in paragraph one (1) of this Section for re-submission of an invoice unless such delay is caused by HCJFS.
3. For accurate invoices that are received timely, HCJFS will use its best effort to make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract.
4. The Vendor shall submit a separate invoice for each Program (NET, PRS/Healthchek/NET Children's Services,). Each invoice shall include a signed cover sheet with the Vendor's name and address, invoice date, invoice number, billing period information, program identification, dollar amount due for each day of the billing period, and the total dollar amount due for the billing period.

Suspension of Referrals and/or Payment of Invoices:

HCJFS, at its sole discretion, may at any time suspend:

- a. requests for service to the Vendor; and/or
- b. the processing and/or payment of any invoice(s) submitted by Vendor, if at any time during, HCJFS has reasonable belief or actual knowledge of Vendor's noncompliance with federal, state, and/or local law, regulation or rule.

HCJFS shall immediately attempt to notify Vendor of any such suspension and shall, within twenty-four (24) hours of a suspension, send written notice of the suspension to Vendor by regular U.S. Mail.

Upon completion of any investigation conducted pursuant to the provisions of this RFP, Agency shall notify Vendor, in writing, of the results of the investigation as well as any action(s) that will be taken by HCJFS including, but not limited to, immediate termination of this RFP.

See Attachment B for a sample Vendor Contract for minimum contractual requirements of all HCJFS Vendors. HCJFS reserves the right to add or delete contract language to meet program needs.

5.4 Confidential Information

HCJFS is required to maintain the confidentiality of consumer information. The sharing of consumer information with HCJFS business partners and service Vendors is governed by numerous laws, regulations, policies and procedures. The governing requirements were developed to ensure that confidentiality is maintained and that appropriate security procedures are implemented and followed to address the exchange of information. Any

Vendor engaging in any service for HCJFS will be required to hold confidential consumer information.

As a means of ensuring the confidentiality of consumer information, all data exchanged via e-mail must be done using Certified Mail. **(Attachment P)**

5.5 Discrimination in the performance of services

Vendor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated there under. Vendor further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any HCJFS consumer in its performance of this Contract on the basis of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth.

Vendor further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with Limited English Proficiency (LEP) can meaningfully access services. To the extent Vendor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, individuals shall not be required to pay for such assistance. See Section 5.5 on Non-Discrimination in The Performance of Services of this RFP for further information.

5.6 Insurance

The Vendor agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Vendor's operations as described in this Contract (commercial general liability); auto liability insurance; umbrella/excess liability; and workers' compensation insurance. The cost of such insurance shall be borne by the Vendor. Coverage shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer with an A. M. Best rating of no less than A:VII.

B. Coverage and Minimum Limits:

1. Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such policy will provide coverage contained in Insurance Services Office Occurrence Form CG 00 01 or equivalent including: products liability/completed operations, blanket contractual liability, broad form property damage, severability of interests, personal injury and be endorsed for sexual molestation and physical abuse.

2. Comprehensive Business Automobile liability insurance with combined single loss limits based on the following:

Motor vehicle with capacity of six (6) or less occupants, including operator, includes taxis and handicapped livery vehicles, as defined in City of Cincinnati Ordinance 407-29. Such motor vehicle shall have at least \$1,000,000 limit per accident.

Motor vehicle with capacity of greater than 6 occupants, including operator, but less than 15 occupants including operator, including Class A Limousine and Class B Limousine, as defined in City of Cincinnati Ordinance 407-1-L1. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Motor vehicle with capacity of 15 occupants or greater, including operator. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Coverage shall include all owned, hired and non-owned autos, vans and buses and provide coverage for Vendor's liability to occupants and claimants.

3. Umbrella/Excess Liability insurance in excess of the underlying commercial general liability and business auto liability insurance with limits no less than \$2,000,000 combined single limit and aggregate limit. Such policy will include: pay on behalf of wording; concurrency of effective dates with primary; blanket contractual liability; punitive damages coverage (where not prohibited by law); aggregates: apply where applicable in primary; care, custody and control – follow form primary; and, drop down feature.
4. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

C. Miscellaneous Provisions

1. The Board of County Commissioners, Hamilton County, Ohio and the Hamilton County Department of Job & Family Services, and their respective employees, officials, agents and volunteers will be endorsed as additional insurers on the commercial general liability and the business automobile liability policies.
2. Vendor shall provide occurrence based policies for general commercial liability and umbrella/excess liability insurance.
3. Vendor shall declare any self – insured retention to the HCJFS pertaining to liability insurance. In no case shall the Vendor's self – insured retention be greater than ten thousand dollars (\$10,000.00). Further, such Vendor shall

- provide a financial guarantee satisfactory to the HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses under the Vendor's self – insured retention.
4. The Vendor's insurance coverage shall be primary insurance with respect to the County and HCJFS, and its employees, officials, agents and volunteers.
 5. Any insurance maintained by the County and HCJFS shall be excess of the Vendor's insurance and shall not contribute to it.
 6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Risk Manager, Hamilton County, Ohio, Room 607, 138 East Court Street, Cincinnati, OH 45202.
 7. Vendor shall furnish Risk Manager, Hamilton County, Ohio, with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by County before Contract commences. County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements effecting affecting the coverage required by these specifications.
 8. Vendor, at its expense, shall replenish all coverage limits immediately upon its insurer's reductions in limits due to claims on this Contract or any other agreement. Failure to do so may result in cancellation of this agreement at HCJFS' sole discretion. If the Vendor fails to renew, replace or replenish the coverages required, the HCJFS may do so on the Vendor's behalf and deduct the cost from any amount due to Vendor from HCJFS.
 9. Vendor will require all insurance policies in any way related to the services and secured and maintained by the Vendor to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County or HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 10. Vendor, County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.
 11. Any loss insured under the policies required here will be adjusted by the Vendor, County, and HCJFS, as their interest may appear, and made payable to the Vendor as trustee for the insureds as their interest may appear, subject to the requirements of any applicable mortgagee clause.

The Vendor, as trustee, will have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after written notice of the loss to the Vendor's exercise of this power.

If such objection is made, an arbitrator mutually acceptable to the parties in interest and the Vendor will be chosen promptly.

12. The Vendor, as trustee, will in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
13. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

5.7 Declaration of Property Tax Delinquency

As part of the submitted proposal, Vendor will include a notarized Declaration of Property Tax Delinquency form, **Attachment E**, which states the Vendor was not charged with any delinquent personal property taxes on the general tax list of personal property for Hamilton County, Ohio or that the Vendor was charged with delinquent personal property taxes on said list, in which case the statement shall set forth the amount of such due and unpaid delinquent taxes as well as any due and unpaid penalties and interest thereon. If the form indicates any delinquent taxes, a copy of the notarized form will be transmitted to the county treasurer within thirty (30) days of the date it is submitted. A copy of the notarized form shall also be incorporated into the contract, and no payment shall be made with respect to the contract, unless the notarized form has been incorporated.

5.8 Campaign Contribution Declaration

As part of the submitted proposal, Vendor will include the applicable notarized Affidavit in Compliance with ORC 3517.13 (Campaign Contribution Declaration – Amended Substitute House Bill 694 (“HB 694”)), **Attachment G**. HB694 limits solicitations of and political contributions by owners and certain family members of owners of businesses seeking or awarded public contracts. HB 694 and The Ohio Legislative Service Commission's Final Analysis of the Bill can be found on the HCJFS public website located at <http://www.hcjfs.hamilton-co.org/>, under the Community Vendors information tab.

All individuals or entities interested in contracting with Hamilton County, Ohio are required by HB 694 to complete the applicable affidavit certifying compliance with contribution limits set forth by the Bill. All current and potential Vendors should closely review HB 694 or risk

loss of their opportunity to obtain or retain Hamilton County contracts. Please seek guidance from your legal counsel if you have questions pertaining to HB 694 as we are unable to provide individual legal advice. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.9 Terrorist Declaration

In accordance with ORC 2909.32(A) (2) (b), Vendor agrees to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization, **Attachment F**. Any material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List is a felony of the fifth degree. A purchase order for services rendered will not be issued for payment if this form is not completed and returned with the submitted proposal.

5.10 Other Program Requirements

Vendor agrees to comply with the provisions of the OAC 5101:2-9 et seq., that relate to the operation, safety and maintenance of facilities. In particular, Vendor agrees not to maintain nor permit any person to bear any explosives, pyrotechnics, firearms, chemical weapons, or other similar devices or substances anywhere in or on the grounds of the facility or transportation vehicles.

ATTACHMENT A
PROPOSAL COVER SHEET FOR
Non-Emergency Transportation Services
Bid No: RFP MB1109R

Name of Vendor : _____

Provider Address: _____
Include city, state and zip code

Contact Person : _____
(Please Print or type name) *Title*

Phone Number: _____ Fax Number: _____ E-Mail: _____

Additional Names: Vendor must include the names of individuals authorized to negotiate with HCJFS

Person(s) authorized to negotiate with HCJFS:

(1) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number _____ E-Mail: _____

(2) Name: _____ Title: _____
(Please Print) *(Please Print)*

Phone Number: _____ Fax Number: _____ E-Mail: _____

This Proposal is for (check one): Children's Services ☐ NET ☐ PRS/Healthchek ☐

Initial Term for Twenty-four (24) Months 1/1/10 - 12/31/11	Renewal Years for Twenty-four (24) Months 1/1/12 - 12/31/13
Unit Rate: \$ _____	Unit Rate: \$ _____
Monitor Rate: \$ _____ (for Children's Services Only)	Monitor Rate: \$ _____ (for Children's Services Only)

Certification: I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document.

Signature - Authorized Representative Title Date

Signature – Financial Officer Title Date

++Please see back of form for checklist to verify everything required to be submitted is included.
Proposal Submission Checklist

**For
Non Emergency Transportation Services
Bid No: RFP MB1109R**

Please use the checklist below to ensure all items and actions necessary to have your proposal accepted are completed.

- _____ A) Registered for RFP Process on or before July 29, 2009 by 3:00 p.m.
- _____ B) Proposal is to be submitted by 11:00 a.m. on August 12, 2009
- _____ C) Cover sheet is to be signed and all sections are to be completed in full, Section 2.1
- _____ D) Responses to Program Components, Section 2.2.1 are included
- _____ E) Responses to System and Fiscal Administration components, Section 2.2.2 are included
- _____ F) Budget completed correctly, Section 2.3
- _____ G) Budget Narrative explains the cost and their relationship to proposed services. It must justify cost and give the formula by which they were derived. All costs in the narrative should match the line items in the budget, Budget narrative must be completed for initial contract term and one for two year renewal option. (total of 2) Section 2.3
- _____ H) Customer Reference Letters are included, Section 2.4 (Do not include any HCJFS Personnel)
- _____ I) Personnel Qualifications – Personnel Resume, etc. are included, Section 2.5

ATTACHMENT B

Contract # _____

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE OF SERVICE CONTRACT

This Contract is entered into on _____ by and between the Board of County Commissioners, Hamilton County, Ohio (Hereinafter "County") on behalf of the Hamilton County Department of Job and Family Services (Hereinafter "HCJFS") and Name of Company or Agency, (Hereinafter "Vendor") doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of Non-Emergency Transportation Services.

1. TERM

This Contract will be effective from January 1, 2010 through December 31, 2011 (the "Initial Term") inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of this Contract can not exceed (\$000,000.00) over the Initial Term of this Contract.

This Contract may be renewed for one (1) additional two (2) year term (the "Renewal Period") at rates agreed upon by Vendor and HCJFS. HCJFS agrees to give Vendor written notice at least sixty (60) days prior to the expiration of the Initial Term, of its intention to renew.

2. SCOPE 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), Vendor agrees to provide Non-Emergency Transportation, Children's Services and Pregnancy Related and Healthchek services (the "Services") to Customers as described in Exhibit I Request for Proposal for Transportation Services (RFP #MB1109R) and Exhibit II – Vendor's Proposal for Transportation Services dated ?????, 2009. For purposes of this Contract, a "Customer" shall mean a Medicaid eligible individual.

3. ORDER OF PRECEDENCE

This Contract is based on Exhibit I and Exhibit II. This Contract and all exhibits are intended to supplement and compliment each other and shall, where possible, be so interpreted. However, if any of the provisions of this Contract irreconcilably conflict with an exhibit, this Contract takes precedence over the exhibits. In the event there is inconsistency between the exhibits, the inconsistency will be resolved in the following order:

- A. Exhibit I - The Request for Proposal; then,
- B. Exhibit II - Vendor's Proposal.

4. CUSTOMER AUTHORIZATIONS

A. Service For Which Prior Customer Authorization Is Required

Subject to paragraph B, Vendor agrees that it will only provide Services to Customer which have been previously authorized and approved, in writing by HCJFS (the "Customer Authorization").

HCJFS will not pay for any Service that: i) has not been authorized via a Customer Authorization, or ii) exceeds the approved number of trips on the Customer Authorization.

It is the responsibility of Vendor to monitor the number of trips set forth on each Customer Authorization. Vendor agrees that it will not receive payment for: i) any Service that exceeds the number set forth on the Customer Authorization or ii) for which no Customer Authorization has been issued. Vendor is responsible for requesting additional Customer Authorizations prior to the time such additional Services are rendered.

B. Service For Which No Prior Customer Authorization Is Required

Notwithstanding anything to the contrary herein, Vendor may provide Services to Customers active within NET during the current month for which no prior Customer Authorization was issued, so long as the following apply:

- 1. The Customer has an unanticipated need for medical transportation services, which does not rise to the level to require transport by ambulance; and

2. To the extent HCJFS NET/PRS/Children's Services staff are not available, prior to the time Services are rendered, Vendor had left a voice message for such staff with the name of the Customer, Social Security number of the Customer, nature of emergency, addresses for pick up and drop off, and date and times of pick up and drop off. HCJFS' NET/PRS/Children's Services staff shall forward electronic encrypted authorization to the Vendor upon retrieval of the voice message.

To the extent additional, anticipated Services are required for any Customer for which the above paragraph B applies, Vendor will only be paid for any additional Services which have been previously authorized and approved pursuant to paragraph A.

5. REPORTS

A. Required Documentation and Reporting

Records of all Service provided to all Customers and all expenses incurred in relation to the provision of Services must be maintained.

B. Additional Reports

HCJFS reserves the right to request additional reasonable reports related to the provision of Service or as required by local, state or federal rule or law at any time during the Contract period. HCJFS reserves the right to withhold payment until such time as the requested and required reports are received.

6. COMPENSATION

A. Base Unit Rate and Monitor Rate Calculation

Vendor has prepared a budget for the time period beginning January 4, 2010 and ending December 31, 2011, attached hereto and incorporated herein by reference as Exhibit III (the "Budget"), which Vendor understands is a basis of calculation of the Base Unit Rate and Monitor Rate that will be used to compensate Vendor for Services it provides under this Contract. Vendor represents that such Budget is based upon current financial information and cost projections.

Vendor warrants and represents that such budget is based upon current financial information and projections. Vendor agrees that it will notify HCJFS, in writing, within thirty (30) calendar days when it knows that the information contained in the budget is materially inaccurate

Vendor warrants and represents that the following costs were not included in the Budget and that these costs will not be included in any invoice submitted for payment:

1. bad debt or losses arising from uncollectible accounts and other claims and related costs; bonding costs; contributions to a contingenc(ies)y reserve or any similar provision for unforeseen events;
2. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
3. entertainment costs for amusements, social activities and related costs for staff only;
4. costs of alcoholic beverages;
5. goods or services for personal use;
6. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
7. gains and losses on disposition or impairment of depreciable or capital assets;
8. cost of depreciation on idle facilities, except when necessary to meet contract demands;
9. costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:2-47-25 of the Ohio Administrative Code;
10. losses on other contracts;
11. organizational costs such as incorporation, fees to attorneys, accountants and brokers in connection with establishment or reorganization;
12. costs related to legal and other proceedings;
13. goodwill;
14. asset valuations resulting from business combinations;
15. legislative lobbying costs;

16. cost of organized fund raising;
17. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
18. any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds;
19. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
20. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
21. major losses incurred through the lack of available insurance coverage; or,
22. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code.

B. Base Unit Rate

HCJFS agrees to compensate the Vendor Forty-Three Dollars and Sixty-Six Cents (\$0.00) (the “Base Unit Rate”) per one-way vehicle trip per Customer (a “Trip”).

C. Monitor Hourly Rate

Monitor’s Rate shall be reimbursable at the current federal minimum wage rate up to eight (8) hours per day. Relatives of the consumer cannot receive an attendant’s salary.

D. Profit Margin

Vendor and HCJFS agree that the profit margin for the initial 24 months of this Agreement will not exceed an average of %, inclusive of any increases to the Base Unit Rate on a monthly and quarterly basis. To the extent Vendor’s profit margin exceeds twelve percent (%); the parties agree to negotiate any modification to the Budget in good faith. If a modified Budget cannot be agreed to by the parties after no less than a thirty (30) day period of good faith negotiations, either party may terminate this Contract with no less than sixty (60) days prior written notice. Although the parties recognize that the Services provided require a complex array of

transportation services from non-emergency medical to regulated transportation operation twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year, in no event, however, can Vendor's profit margin materially exceed industry standards for similar bus companies.

7. BILLING AND PAYMENT

- A. Original invoices, sent via encrypted email, will be sent each month to HCJFS within thirty (30) days of the end of the service month. Vendor shall make all reasonable efforts to include all Service provided during the service month on such invoice.
- B. Vendor shall submit a separate invoice for each service month.
- C. Vendor will indicate the purchase order, authorization number and Federal Taxpayer ID on all invoices submitted for payment.
- D. HCJFS will not make payment for any Service, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than ninety (90) calendar days from the end of the service month. The HCJFS Fiscal Department has the final authority in determining if an invoice is either received timely or is accurate. HCJFS will implement partial invoice payment as permitted by County Auditor procedures.
- E. For invoices which are received timely but are not accurate, there will be no extension of the time limitation set forth in paragraph C for re-submission of an invoice unless such delay is caused by HCJFS.
- F. For accurate invoices that are received timely, HCJFS will make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of this Contract. HCJFS will only pay for those Services for which Vendor has complied with Section 4 – Customer Authorizations.

10. AVAILABILITY AND RETENTION OF RECORDS

Vendor agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, Customer records, and documentation are in compliance with the all federal, state, and local laws and regulations. All records, documents, writings or other information, including, but not limited to financial, census and Customer records used by

Vendor in the performance of this Contract are subject to the following.

- A. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Vendor, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by the Vendor for inspection and audit by HCJFS, or other appropriate governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, the United States Department of Health and Human Services, or any duly appointed law enforcement officials and for a minimum of six (6) years after reimbursement for Services rendered under this Contract.
- B. If an audit, litigation or other action is initiated during the time period of the Contract, the Vendor shall retain such records until the action is concluded and all issues are resolved or the six (6) years have expired, whichever is later.
- C. Vendor agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without the written permission of HCJFS. Vendor further agrees to maintain the confidentiality of Customers served. No information on Customers served will be released for research or other publication without the express written consent of the HCJFS Director.
- D. Vendor agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- E. Vendor agrees that each financial transaction shall be fully supported by appropriate documentation. Vendor further agrees that such documentation shall be available for examination by HCJFS or its designee.

11. NO ASSURANCES

Vendor acknowledges that, by entering into this Contract, HCJFS is not making any guarantees or other assurances as to the extent, if any, that HCJFS will utilize Vendor's services or purchase its goods.

Notwithstanding the above, HCJFS agrees that it will only utilize other vendors if there is a material and substantial change in the quantity, funding, or design of the NET program or in cases where federal, state, or local laws, regulations, or policies require or formally recommend in writing that HCJFS use other cost saving transportation methods.

In this same regard, this Contract in no way precludes, prevents, or restricts Vendor from obtaining and working under additional contractual arrangements

with other parties, assuming the contractual work in no way impedes Vendor's ability to perform the services required under this Contract. Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract that will impede its ability to provide the goods or perform the services under this Contract.

12. PROGRAM DESCRIPTION

Any program description intended for internal or external use shall state that referrals and funding are provided by HCJFS.

13. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Vendor from obtaining and working under an additional contractual arrangement(s) with other parties aside from HCJFS, assuming that the contractual work in no way impedes the Vendor's ability to perform the Services required under this Contract.

The Vendor warrants that at the time of entering into this Contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the Services under this Contract.

The Vendor further agrees that there is no financial interest involved on the part of any HCJFS or County officers or employees involved in the development of the specifications or the negotiation of this Contract. The Vendor has no knowledge of any situation, which would be a conflict of interest.

It is understood that a conflict of interest occur when a HCJFS or County officer or employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. The Vendor will report the discovery of any potential conflict of interest to HCJFS. If a conflict of interest is discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination of the Contract.

Vendor further agrees to comply with state ethics laws as listed in the revised code chapters in ORC Sections 102, 2921 and the OAC Section 5101. By signing this Contract, Vendor certifies to be in compliance with these provisions and any other applicable state ethics laws.

14. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by Vendor without the prior written approval of HCJFS. Vendor may not subcontract any of the services agreed to in this Contract without the express written consent of the HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Vendor agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any

approved subcontractors to assure all requirements under this Contract are being met. HCJFS acknowledges and agrees that the following subcontractor may perform services in relation to this Contract: ?????

Notwithstanding any other provisions of this Contract that would afford Vendor an opportunity to cure a breach, Vendor agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for HCJFS to terminate this Contract with one (1) day prior written notice.

Without limiting HCJFS' right to terminate the Contract pursuant to this section, Vendor must notify HCJFS within one (1) business day when Vendor has knowledge that the subcontractor is out of compliance or unable to meet contract requirements. Should this occur, Vendor will immediately implement a process to bring subcontractor into compliance. Vendor shall provide HCJFS with written plan setting forth with specificity how compliance will be achieved.

If Vendor decides to terminate such subcontractor's contract, Vendor shall notify HCJFS of subcontractor's termination and make recommendations to HCJFS, for its written approval, of a replacement subcontractor. Vendor is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

15. GOVERNING LAW

This Contract and any modifications or amendments shall be governed, construed, and enforced under the laws of Ohio.

16. INTEGRATION AND MODIFICATION

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Contract. This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

Vendor acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes. In no event will an oral agreement with HCJFS be recognized as a legal and binding change to this Contract.

17. SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons

or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

18. TERMINATION

A. For Convenience

This Contract may be terminated by either party upon notice, in writing, by delivering upon the other party a notice of termination not less than One Hundred Twenty (120) days prior to the effective date of termination.

B. For Cause

1. Material Breach

In the event of a Material Breach of this Contract by Vendor, HCJFS may terminate this Contract, upon thirty (30) days prior written notice to Vendor specifying the nature of the breach; provided that Vendor shall have the opportunity to cure such breach within such thirty (30) day notice period. Any extension of time to cure any breach given to Vendor by HCJFS shall be in writing and will not operate to preclude the future exercise of any rights or remedies HCJFS may have under this Contract.

If Vendor has received three (3) previous notices from HCJFS specifying either a breach or breaches of this Contract by the Vendor, a fourth notice by the HCJFS to the Vendor specifying additional breach(es) of this Contract may result in termination of this Contract, at the option of HCJFS, upon seven (7) days prior written notice without an opportunity for Vendor to cure such breach.

Material Breach shall mean an act or omission by Vendor which violates or contravenes an obligation required of the Vendor under this Contract and which, by itself or together with any other breach, has a substantial negative effect on, or thwarts, the purpose of this Contract. Material Breach shall not include an act or omission which is merely a technical or immaterial variation from the form of the Contract, or which has a trivial or negligible effect on quality, quantity, or delivery of the goods or services to be provided under this Contract, to the extent that in the opinion of HCJFS such technical or non-material variation does not rise to the level of a Material Breach when viewed in light of Vendor's overall conduct under this Contract.

2. Other Reasons

Notwithstanding the above, based on substantiated allegations of inappropriate activities, behaviors and/or actions including, but not limited to, loss of required license, abuse or neglect of a Customer,

unethical behavior, or business violations, HCJFS reserves the right to terminate the Contract immediately upon delivery of a written termination notice to Vendor.

C. Effect of Termination

Vendor, upon receipt of notice of termination, shall take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of the notice of termination describing the status of all work under this Contract, including without limitation, results accomplished and such other matters as HCJFS may require.

The parties further agree that should Vendor become unable to complete the work requested in this Contract for any reason, such work as Vendor has completed upon the date of its inability to continue the terms of this Contract shall become the property of HCJFS. HCJFS shall not be liable to pay Vendor any further compensation after the date of termination.

In no event will Vendor be liable for any damages due to HCJFS documented failure to perform or for any failure arising from causes beyond the control or without the fault or negligence of Vendor.

19. COMPLIANCE

Vendor certifies that Vendor and all subcontractors who provide Services under this Contract will comply with all requirements of federal, state, and local laws and regulations, applicable OMB circulars including, but not limited to, A-133, A-110, A-87, A-122 and A-21, in the conduct of work hereunder.

Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Vendor's employees.

20. NON-DISCRIMINATION

Vendor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, the Vendor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Vendor will take affirmative

action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Vendor complies with all applicable federal and state non-discrimination laws.

Vendor, or any person claiming through the Vendor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of said Vendor.

21. VENDOR SOLICITATION OF HCJFS EMPLOYEES

Vendor warrants that for one (1) calendar year from the effective date of this Contract with HCJFS, Vendor will not solicit HCJFS employees to work for Vendor.

22. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Vendor in the conduct of the provisions of this Contract. Vendor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on HCJFS or the County.

23. DISCLOSURE

Vendor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Vendor has with a county employee, employee's business, or any business relationship or financial interest that a county employee has with the Vendor or in the Vendor's business.

24. WAIVER

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.

25. NO ADDITIONAL WAIVER IMPLIED

If either party fails to perform any obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

26. CONFIDENTIALITY

The Vendor agrees to comply with all federal, state and local laws applicable to HCJFS and/or Customers concerning the confidentiality of Customers. The Vendor understands that any access to the identities of any Customers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Vendor agrees that the use or disclosure of information concerning Customers for any purpose not directly related to the administration of this Contract is prohibited. Vendor will ensure that all Customer documentation is protected and maintained in a secure and safe manner.

27. AUDIT RESPONSIBILITY AND REVIEW OF PERFORMANCE

- A. Audits will be conducted using a "sampling" method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample period will be applied to the entire audit period.
- B. Vendor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of Services under this Contract. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for Services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

Vendor agrees to repay HCJFS any amount it received for duplicate billings, erroneous billings, or false or deceptive claims. In addition, Vendor recognizes and agrees HCJFS may withhold any money due and recover through any appropriate method any money erroneously paid under this Contract if evidence exists of less than full compliance with this Contract.

In addition, when an overpayment is identified and the overpayment cannot be repaid in one payment, Vendor shall, upon request by HCJFS,

enter into a Repayment of Funds Agreement (the “Repayment Agreement”), which shall detail at a minimum, payment amounts and due dates for payments. If payments are not made according to the Repayment Agreement future checks may be held until the repayment of funds is current. Checks held more than Sixty (60) days may be canceled and will not be re-issued.

- C. Vendor shall cause to be completed an annual independent audit for each year Services are being rendered pursuant to this Contract. Vendor agrees to permit HCJFS to review its annual audit at Vendor’s offices within Fifteen (15) days of receipt of such request for review. Vendor agrees to comply or as required by local, state or federal rules or laws pertaining to but not limited to the Non Emergency Transportation, Ohio Department of Education’s “Pupil Operation and Safety Rules”,
- D. HCJFS reserves the right to evaluate the Services being provided by Vendor. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Customers. Such evaluations will be conducted at Vendor’s own time and expense.

28. WARRANTIES AND REPRESENTATIONS

- A. Vendor warrants and represents that it has the full and unrestricted right, power and authority to enter into this Contract and to perform Vendor’s obligations in accordance with the terms of this Contract.
- B. Vendor warrants and represents that it will perform all Services in a professional and work like manner in accordance with applicable professional standards, using employees and subcontractors having the proper expertise, skills, training and professional education to render the Services.
- C. Vendor warrants and represents that it is qualified to do business in the State of Ohio and has all requisite legal power and authority to execute this Contract and to carry out its terms, conditions and provisions. All required action needed to authorize the execution, delivery and performance by Vendor of this Contract and the transactions contemplated hereby have been taken and are in full force and effect. This Contract has been duly executed and delivered and constitutes the valid, legal and binding obligation of Vendor, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceedings therefore may be brought and the principles of equity in general. There are no suits, threatened or pending, nor claims against Vendor, that might materially adversely affect the ability of Vendor to

meet and carry out its obligations under this Contract. Execution of this Contract by Vendor will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

- D. Vendor warrants and represents that any claims made for payment for Services provided shall be for actual services rendered to Customers and will not duplicate claims made by the Vendor to other sources of public funds for the same service.
- E. Vendor warrants and represents that it will maintain a separate General Ledger account to record all revenue and expenses in relation to this Contract.

29. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the continuance of the function performed by the Vendor hereunder, the Services directly involved in the performance of that function may be terminated by HCJFS at the end of the period for which funds are available. HCJFS will notify the Vendor at the earliest possible time of any Services, which will or may be affected by a shortage of funds. No penalty shall accrue to HCJFS in the event this provision is exercised, and HCJFS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

30. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Contract, the parties shall not be deemed in default during the continuance of such inability provided, however, that Vendor shall only be entitled to the benefit of this paragraph for Fourteen (14) days if the event of force majeure does not affect HCJFS' property or employees which are necessary to Vendor's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions.

Vendor shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Vendor from carrying out its obligations contained herein.

31. LEGAL ACTION

Any legal action brought pursuant to the Contract will be filed in the courts located in Hamilton County, Ohio and Ohio law will apply.

32. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Vendor agrees to make copies of this Contract promptly available to any requesting party. By entering into this Contract, Vendor acknowledges and agrees that records maintained by Vendor pursuant to this Contract may be deemed public records and subject to disclosure under Ohio law.

33. DRUG-FREE WORKPLACE

Vendor agrees that it will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 76, Subpart F. Vendor will make a good faith effort to ensure that all employees, while performing duties or responsibilities, under this Contract will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

34. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Chapter 5107 of the Ohio Revised Code and Prevention, Retention, and Contingency Program established under Chapter 5108 of the Revised Code, Vendor agrees to not discriminate in hiring and promoting against applicants for and participants for the Ohio Works Program. Vendor also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing Services to Customers.

35. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Vendor will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Vendor is required to release requested information by law.

HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Vendor's performance under the Contract.

Except where HCJFS approval has been granted in advance, the Vendor will not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Vendor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Vendor agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Vendor from using Contract information and results to market to specific Customers or prospects.

36. AMENDMENTS

This writing constitutes the entire agreement between Vendor and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Vendor and HCJFS.

It is further agreed that any amendments to laws or regulations cited herein will result in the related modification of this Contract, without the necessity for a written amendment.

37. INSURANCE

A. General

The Vendor agrees to procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Vendor's operations as described in this Contract (commercial general liability); auto liability insurance; umbrella/excess liability; and workers' compensation insurance. The cost of such insurance shall be borne by the Vendor. Coverage shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer with an A. M. Best rating of no less than A:VII.

B. Coverages and Minimum Limits:

1. Commercial General Liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such policy will provide coverage contained in Insurance Services Office Occurrence Form CG 00 01 or equivalent including: products liability/completed operations, blanket contractual liability, broad form property damage, severability of interests, personal injury and be endorsed for sexual molestation and physical abuse.
2. Comprehensive Business Automobile liability insurance with combined single loss limits based on the following:

Motor vehicle with capacity of six (6) or less occupants, including operator, including taxis and handicapped livery vehicles, as defined in City of Cincinnati Ordinance 407-29. Such motor vehicle shall have at least \$1,000,000 limit per accident.

Motor vehicle with capacity of greater than 6 occupants, including operator, but less than 15 occupants including operator, including Class A Limousine and Class B Limousine, as defined in City of Cincinnati Ordinance 407-1-L1. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Motor vehicle with capacity of 15 occupants or greater, including operator. Such motor vehicle shall have at least \$5,000,000 limit per accident.

Coverage shall include all owned, hired and non-owned autos, vans and buses and provide coverage for Vendor's liability to occupants and claimants.

3. Umbrella/Excess Liability insurance in excess of the underlying commercial general liability and business auto liability insurance with limits no less than \$2,000,000 combined single limit and aggregate limit. Such policy will include: pay on behalf of wording; concurrency of effective dates with primary; blanket contractual liability; punitive damages coverage (where not prohibited by law); aggregates: apply where applicable in primary; care, custody and control – follow form primary; and, drop down feature.
4. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.

C. Miscellaneous Provisions

1. The Board of County Commissioners, Hamilton County, Ohio and the Hamilton County Department of Job & Family Services, and their respective employees, officials, agents and volunteers will be endorsed as additional insurers on the commercial general liability and the business automobile liability policies.
2. Vendor shall provide occurrence based policies for general commercial liability and umbrella/excess liability insurance.

3. Vendor shall declare any self – insured retention to the HCJFS pertaining to liability insurance. In no case shall the Vendor’s self – insured retention be greater than ten thousand dollars (\$10,000.00). Further, such Vendor shall provide a financial guarantee satisfactory to the HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses under the Vendor’s self – insured retention.
4. The Vendor’s insurance coverage shall be primary insurance with respect to the County and HCJFS, and its employees, officials, agents and volunteers.
5. Any insurance maintained by the County and HCJFS shall be excess of the Vendor’s insurance and shall not contribute to it.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days’ prior written notice given to: Risk Manager, Hamilton County, Ohio, Room 607, 138 East Court Street., Cincinnati, OH 45202.
7. Vendor shall furnish Risk Manager, Hamilton County, Ohio, with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by County before Contract commences. County reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
8. Vendor, at its expense, shall replenish all coverage limits immediately upon its insurer’s reductions in limits due to claims on this Contract or any other agreement. Failure to do so may result in cancellation of this agreement at HCJFS’ sole discretion. If the Vendor fails to renew, replace or replenish the coverages required, the HCJFS may do so on the Vendor’s behalf and deduct the cost from any amount due to Vendor from HCJFS.
9. Vendor will require all insurance policies in any way related to the services and secured and maintained by the Vendor to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against Hamilton County or HCJFS. The Vendor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
10. Vendor, County, and HCJFS agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

11. Any loss insured under the policies required here will be adjusted by the Vendor, County, and HCJFS, as their interest may appear, and made payable to the Vendor as trustee for the insureds as their interest may appear, subject to the requirements of any applicable mortgagee clause. The Vendor, as trustee, will have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after written notice of the loss to the Vendor's exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the Vendor will be chosen promptly.
12. The Vendor, as trustee, will in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
13. Maintenance of the proper insurance for the duration of the Contract is a material element of the Contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

If any or all of the work or services contemplated by this Contract is sublet, the Vendor will ensure the subcontractor(s) comply with all insurance requirements contained therein.

38. INDEMNIFICATION

To the fullest extent permitted by and in compliance with applicable law, Vendor agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners, Hamilton County, Ohio and HCJFS and their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation's (of any party involved in the subject of this Contract), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, performance of the terms of this Contract including, without limitation, by Vendor, its subcontractor(s), Vendor's or its subcontractor's (s') employees and agents, assigns, and those designated by Vendor to perform the work or services encompassed by the Contract. Vendor agrees to pay all Damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

39. QUALITY ASSURANCE

A. Drivers/Employees

1. Criminal Record Check:

Vendor will complete criminal record checks on all individuals assigned to work with or transport Customers. Vendor will obtain a nationwide conviction record check through the Bureau of Criminal Identification and Investigation (the "BCII") and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office, and any law enforcement or police department necessary to conduct a complete criminal record check of each individual providing Services.

Vendor shall not assign any individual to work with or transport Customers until a BCII report and a criminal record transcript has been obtained. A BCII report must be dated within six (6) months of the date an employee or volunteer is hired.

Vendor shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) or ORC 2919.24.

Vendor warrants and represents that it will comply with Ohio Revised Code, Section 2151.86.

2. Bureau of Motor Vehicle Transcript:

Any individual transporting Customers shall possess a satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio and the individual's state of residence and must comply with all Ohio laws and regulations..

Vendor will not permit any individual to transport a Customer if:

- a. the individual who has a condition which would affect safe operation of a motor vehicle;
- b. the individual has five (5) or more points on his driver's license; or,
- c. the individual has been convicted of driving while under the influence of alcohol or drugs.

Any driver or monitor transporting school age children shall comply with the all Ohio laws and regulations including Ohio Administrative Code, Section 3319-83 - Ohio Pupil Transportation Operation and Safety Rules.

3. Verification of Job or Volunteer Application:

Vendor will check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Vendor further agrees it will not employ an individual to provide Services in relation to this Contract unless it has received satisfactory employment references, work history, relevant experience, and training information.

B. Vehicles

Vendor will transport school age HCJFS Customers using vehicles that comply with the all Ohio laws and regulations including Ohio Administrative Code, Section 3319-83 - Ohio Pupil Transportation Operation and Safety Rules.

40. LOBBYING

Vendor warrants and represents that during the life of the Contract, it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor further warrants that it shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of this Contract. If Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

41. GRIEVANCE PROCESS

Vendor will notify HCJFS and HCJFS shall notify Vendor (to the extent permitted by rule or law) in writing on a monthly basis of all grievances initiated by Customers or their parents or guardians that involve the Services provided through this Contract. Vendor shall submit all facts pertaining to the grievance and the resolution of the grievance.

Vendor will use its best efforts to post and distribute the grievance policy and procedure in a manner so that all Customers and their parents or guardians are aware of this process.

42. PROPERTY OF HAMILTON COUNTY

To the extent any item is produced under this Contract or with funds provided under this Contract, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables. Vendor will not obtain copyright, patent, or other proprietary protection for the deliverables. Vendor agrees the deliverables will be made freely available to the general public unless HCJFS determines, pursuant to federal and state law, that such materials are confidential.

43. DEBARMENT AND SUSPENSION

Vendor warrants and represents that it is not included on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs: (the "List") in accordance with Executive Order 12549 and 12689. Vendor must immediately notify HCJFS if Vendor is added to the List at any time during the life of this Contract. Upon receipt of notice, HCJFS will issue a termination notice in accordance with the terms of the Contract. If Vendor fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

44. CHILD SUPPORT

Vendor agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Vendor or the employees of Vendor meet child support obligations established under state or federal law. Further, by executing this Contract, Vendor certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable Ohio law.

45. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Auditor of State. Vendor further warrants that Vendor shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

46. CONTRACT CLOSEOUT

At the initiation of HCJFS and to ensure at a minimum that all required forms, reports and deliverables were submitted to and accepted by HCJFS in accordance with this Contract, a contract closeout procedure may commence within ninety (90) days after the termination or expiration of this Contract.

47. NOTICES

Any information or notice required to be given in writing under this Contract shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Board:

Patrick Thompson
County Administrator
Room 603
138 East Court Street
Cincinnati, OH 45202

If to HCJFS:

Director
222 Central Parkway
Cincinnati, Ohio, 45202

If to ??????????:

48. HCJFS CONTACT INFORMATION

NAME	PHONE #	DEPARTMENT	RESPONSIBILITY
Sheila Bass	513-946-2236	Contract Services	Contract changes, Contract language, Budget, audits
??????????	????????????	Fiscal/Program Services	Billing and payment
??????????	????????????	Program Services	Scope of service, Customer Authorization,Service eligibility

SIGNATURES

The terms of this Contract are hereby agreed to by both parties, as shown by the signatures of representatives of each.

SIGNATURES

Board of County Commissioners,
Hamilton County, Ohio

??????????,

By: _____

By: _____

Name: _____

Printed
Name: _____

Title: _____

Title _____

Date: _____

Date: _____

Recommended By:

Date: _____

Moirra Weir, Director
Hamilton County Department of Job & Family Service
Hamilton County, Ohio

Approved as to form:

By: _____

Assistant Prosecuting Attorney
Hamilton County, Ohio

ATTACHMENT C HCJFS CONTRACT BUDGET

AGENCY _____

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM _____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES						
B. EMPLOYEE PAYROLL TAXES & BENEFITS						
C. PROFESSIONAL & CONTRACTED SERVICES						
D. CONSUMABLE SUPPLIES						
E. OCCUPANCY						
F. TRAVEL						
G. INSURANCE						
H. EQUIPMENT						
I. MISCELLANEOUS						
J. PROFIT MARGIN						
SUB-TOTAL OF EACH COLUMN						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

_____ UNIT=_____

TOTAL PROGRAM COST/TOTAL UNITS
OF SERVICE = UNIT COST:

\$ _____ \$ _____ \$ _____

A. STAFF SALARIES – Attach Extra Pages for Staff, if needed

POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST				MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
TOTAL SALARIES									

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B. PAYROLL TAXES						
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)				MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						
E. OCCUPANCY COSTS						
RENTAL @ ____ PER SQ.FT.						
USAGE ALLOWANCE OF BLDG.OWNED @2% OF ORIG.ACQUISTION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRIC _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER						
MILEAGE REIMBURSE.@ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
TOTAL TRAVEL COSTS						
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H. EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)						
TOTAL SMALL EQUIPMENT COSTS						
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)						
TOTAL EQUIPMENT & REPAIR						
EQUIPMENT LEASE COSTS (DETAIL)						
TOTAL LEASE COSTS						
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)						
TOTAL EQUIPMENT COSTS						

LARGE EQUIPMENT DEPRECIATION COSTS

Any individual equipment item costing \$5,000 or more at time of purchase may be included in the budget and must be depreciated. The exception to the “individual equipment item” is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. If the total cost for all the components is \$5,000 or greater, the equipment must be depreciated. Any item which was fully depreciated on the agency’s books prior to the beginning date of the contract may not be used as a basis for determining costs of the program proposed for a contract, even though that item of equipment is used by the program. Any items of equipment used by the Management and Indirect activities of the Agency for which costs are included in this budget must also be itemized on this sheet. If needed, extra copies may be made and numbered 7A, 7B, & 7C, etc.

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM

<u>EXPENSES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
TOTAL MISCELLANEOUS COSTS						
TOTAL OF ALL EXPENSES						
J. PROFIT MARGIN (For profit entities only- indicate the amount)						

A rationale or basis for the proration of MGT/INDIRECT Cost must be included which details how the amount charged to this program was determined. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct program costs, and/or time studies. HCJFS staff are available to discuss the most appropriate basis for the program for which the budget is being prepared, if agency staff are unfamiliar with this process.

EXPLANATION: _____

<u>REVENUES BY PROGRAM SERVICES</u>				MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
B. OTHER FUNDING						
FEES FROM CLIENTS						
CONTRIBUTIONS – (identify all contributions which exceed \$1000.00 by donor and amount)						
AWARDS & GRANTS						
OTHER (specify)						
TOTAL REVENUE						

EXPLANATION OF ANY ITEMS ABOVE: _____

ATTACHMENT C

HCJFS CONTRACT BUDGET USER GUIDE

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program being proposed. In order to facilitate the process, we request that the attached budget be used. This budget consists of two parts: the User Guide to assist in the completion of the budget, and the budget itself.

This guide is designed to assist the user in completing the budget. In some instances field definitions and other information will be given. If possible, examples will be provided. Definitions and examples will occasionally not be provided. Should you have a question regarding that particular area, contact the HCJFS Contract Services Section.

Page 1 is a summary of expenses. It should be completed after all other budget pages are finalized. The totals from the information supplied on pages 2 through 9 are used to complete this page. Information at the bottom of the page should be completed regarding the total units and the cost of the service. Pages 2 through 9 should be prepared itemizing each line item.

There are three columns without a column header or title. These columns have been purposely left blank in order for each Provider to enter the type of service being proposed. When completing the budget, it will be important to provide a header for each column being used. These columns are to be used to record the direct costs for the contracted program(s). If the program offers supportive services such as transportation, those costs should be broken out and entered in one of the other Contract Program columns. Costs for all other direct services of the agency should be combined and entered in the column titled "Other Direct Services".

Management, administrative, and indirect costs should be entered in the column entitled "MGMT/Indirect". Indirect costs are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. Allowable indirect costs for the indirect cost column include, but are not limited to, the accounting and budgeting functions, disbursing services, personnel & procurement functions, and other agency administration.

INSTRUCTIONS FOR SUMMARY PAGE – PAGE 1

Page 1 of the budget is a summary of expenses. It should be completed after all other budget pages are finalized. Information at the bottom of the page should be completed regarding the total units and the cost of the service.

AGENCY NAME: The legal, and if applicable, incorporated name of the Provider agency.

NAME OF CONTRACT PROGRAM: The name of the program being purchased.

BUDGET PERIOD: The specific time period for the budget completed.

ACTUAL BUDGET AREA: A total of all the figures carried over from the previous pages. This gives an overview of the budget for which the proposal is being submitted, as well as, an overall picture of the agency costs. The total figures given for each of these areas should match the same figures indicated in each of the appropriate sections.

For a more detailed explanation of each of the areas, use the instructions in each specific section. Once all totals have been carried to this section be sure to double check the figures to make sure all columns and rows balance.

EXPENSES BY SERVICES COLUMN: Each column header from pages 2 through 9 are listed in this column so that the totals for each of these items can be listed in each of the specific columns.

EXPENSES BY PROGRAM SERVICES: The horizontal row is used to define the column header. “MGMT Indirect, Other Direct Ser and TOTAL Expense” fields are already defined. The first three column headers have been purposely left blank in order to indicate the name of the program being purchased.

If a proposal includes more than one service within the program, then an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance, one column would be completed for skill training and the other for employment retention.

If for example, a proposal is being submitted for an offender program, the header for that column would be titled “Offender Program”. In this instance, the other two column headers would be left blank.

If a proposal is being submitted is for workforce development and transportation and case management are two components of the program, then the first column header would indicate “Transportation” and the second column would indicate “Case Management”. In this instance, the third column would be left blank.

MGMT INDIRECT: The totals entered per line item for each item on the other pages.

CONTRACT PROGRAM: The totals entered per line for each item on the other pages.

OTHER DIRECT SERVICES: The figures entered here should represent the total calculations based on the figures and percentages entered for each item on the other pages.

TOTAL EXPENSES: The totals for all figures entered on this page. They are also the totals of all of the three previous fields (MGMT Indirect, Contract Program and Other Direct Services) as well as the programs being purchased.

TOTAL UNITS: The number of units that the program being purchased is planning to provide. Depending on the contract, a unit could be considered an hour, a session, a trip, etc...

UNIT COST: The total expenses divided by the total units.

UNIT =: Indicate whether the unit is an hour, trip, session, etc.

INSTRUCTIONS FOR BUDGET SECTION A - PAGE 2; STAFF POSITIONS
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This section is used to list all positions that are included in the contracted program. This page will also capture the financial information needed on the rest of the agency. If a proposal is being submitted for one service being offered within a program, one column would be completed for the contracted program, one for the management indirect services and one for other direct services. Should a proposal being submitted include more than one service within the program, an additional column would be completed for the additional service. For example, the proposal being submitted is for employment development. The services included in this proposal are skill training, and employment retention. In this instance one column would be completed for skill training and another for employment retention.

SALARIES: List all position titles of staff who work for the Agency. If Provider agency is extremely large, Provider may list salary amounts for staff in other direct service programs by program total or by one total for all other programs. However, in order to complete the budget in this manner, Provider must obtain permission from a Contract Services Supervisor or Section Chief.. All staff who work in any capacity in the program or programs to be contracted, plus all management and administrative staff, must be listed separately with the specific amounts paid to each. In the second column, indicate the number of staff who have the same job title, i.e. teachers, and who earn the same annual wage. Indicate the number of staff and the annual cost - this is the amount paid annually to each of the teachers. If some teachers work more or less hours, and/or earn more, then a second, separate listing should be made. If the program has quite a number of staff then Provider may want to copy the Salaries page, to be able to list all the variations. Total all Salaries at the bottom of each column. Make sure this page "balances" - each column adds across and down, to the sum listed in the total sections.

POSITION TITLE: Indicate the titles of the individuals **presently** working in the program being contracted. If the Provider has an individual that has a percentage of time dedicated to the contracted program & another percentage dedicated to other areas, list this individual separately as well.

For EXAMPLE: The agency has three social workers. In this instance, two of those employees are dedicated full time to the program being contracted however, the other only spends 60% of their time on this project and 40% of their time on another project. Given this example, then all three social workers would be listed and the actual weekly number of hours worked in the program area would be entered in the HRS Week field..

The “other” field represents all staff employed by the agency that **do not** work in the contracted program.

For EXAMPLE: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

STAFF: This field must indicate the number of staff that hold the title listed in the “Position Title” field. However, in the “other: field, this number will be the total number of individuals employed by Provider company that do not have anything to do with the contracted program. Remember, if an employee works in the contracted program for any percentage of time then that person would be counted separately.

HRS WEEK: Indicate the number of hours worked each week in the contracted program area, for each employee.

ANNUAL COST: This is the annual salary for each individual listed in the contracted program area. The first block will contain the total of all the salaries for those individuals counted as “Others”.

For example: There is the Director and three social workers for the contracted program, then another four social workers that report to the same director but work in another program area. In this instance, the Director and the three social workers are listed as program personnel and the four social workers are then listed as “Others” because they work for the same agency but do not have anything to do with the program being contracted.

CONTRACT PROGRAM: Enter the salary for the amount of time spent in the contracted program. There are three columns to indicate amounts for each program in which a proposal is being written. For vacant positions that will be filled during the contract year, prorate the salary to reflect the anticipated start date.

MGT INDIRECT: This field should only be completed if the position title of an individual is in a management position. Duties performed that would be included in the “Percent to Mgt. Indirect” would include evaluations, writing checks, dealing with personnel issues, building management or other non-program issues.

OTHER DIRECT SERVICES: Enter the total salaries for each of the staff employed by the agency that is not related to the program being contracted.

TOTAL EXPENSES: This is the total of the Contracted Programs, Management Indirect, and any Other Direct Services.

<p style="text-align: center;">INSTRUCTIONS FOR BUDGET SECTION B - PAGE 3; PAYROLL RELATED EXPENSES</p>
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PAYROLL TAXES: Enter the percentage used in calculating the amount withheld in each of the categories listed. The amounts figured using this percentage should be listed on the appropriate line under the “Expenses by Program Services” column.

UNEMPLOYMENT %: When computing unemployment taxes, the percentage of time the staff devotes to the contracted program should be used to calculate the amount of unemployment taxes attributed to the contracted program for that staff person up to the first \$9,000.00 per employee wages, per year.

BENEFITS: The amounts charged to each column should be based on the staff and salaries shown in that column on page 2. Enter the totals in the spaces provided. The percentage used to calculate the retirement should be entered on the line indicated. The “OTHER” section should list all other deductions that are taken, listing each one separately.

TOTAL EMPLOYEE BENEFITS & PAYROLL TAXES: Indicate the total for the amounts indicated above.

<p style="text-align: center;">INSTRUCTIONS FOR BUDGET SECTION C - PAGE 3; PROFESSIONAL FEES & CONTRACTED SERVICES</p>

PROFESSIONAL FEES & CONTRACTED SERVICES: Contracted services are items such as janitorial, pest control, security, etc. Professional fees are when Provider pay for auditors, accountants, payroll processors, program consultants, etc. These costs are used to pay for services from a company or individual who is not an employee of the agency, but who performs a service for which he/she is paid. Show the amounts related to each column heading.

Each service that has been purchased (contract or professional) should be listed in this field, individually. For example, if the Provider has a contract with Terminix to provide bug control then that would be one item. The accountant would be another item.

TOTAL PROFESSIONAL FEES AND CONTRACTED SERVICES: Indicate the totals for the amounts entered above.

INSTRUCTIONS FOR SECTION D - PAGE 4; CONSUMABLE SUPPLIES

CONSUMABLE SUPPLIES: Enter amounts for items used or consumed by the respective programs per the column heading. Generally supplies are items such as stationary, paper, pens, file folders, and envelopes. Other types of supplies are items such as cleaning supplies, toilet paper, mops, brooms, paper towels and floor cleaner. Program and other supplies would also be included in this section such as printed pamphlets, text books and/or computer software. These items must be used or consumed within one year or less. List each item under "OTHER" separately and be specific.

INSTRUCTIONS FOR SECTION E - PAGE 4; OCCUPANCY COSTS

OCCUPANCY COSTS: Enter amounts in the proper column based on a proration of space used by the programs under the column headings. It may be necessary to actually measure the space used by the various programs to achieve a proper proration of these costs. Some Provider's choose to put building and other occupancy costs in their Management and Indirect Costs column, and allocate them along with other "shared" types of costs. Telephone costs should be allocated or prorated based on actual usage, that is the number of phones used by Contract Program, and amount of long distance calls, rather than combined with other occupancy costs.

The occupancy cost includes a usage allowance that is similar to depreciation when the building is owned. In order to calculate the cost, the historical cost of the building must be used. The Provider must calculate the percentage that is to be used by the contracted program. Once both figures are obtained, the cost of the building is multiplied by the percentage of space used to determine the dollar amount to be charged to the program. For example, the actual cost of the building was \$150,000.00. The building is 3 stories and each story is 1000 square feet. The third floor is the management, the second floor is another program and the first floor is the contracted program. In this case, the first floor or 1000 square feet would be charged to the program or 33%. Therefore, \$150,000.00 divided by the 37.5 year life (life span per the IRS) of the building times 33% (program utilization) = \$1,320.00 per year. This amount can be charged to the program.

RENTAL @ PER SQ. FT.: Indicate the unit amount per square foot. For example, the rent is \$1000.00 per month for 100 square feet, however the unit amount is \$10.00. Indicate the total dollar amount in the block for the budget period. For example, the rent is \$1000.00 per month. The contract is for 10 months. The total dollar amount entered should be \$10,000.00.

HEAT & ELECTRICITY: If taking a straight line percentage of the total electric for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word "included" on this line.

WATER: If taking a straight line percentage of the total water for the agency, identify the percentage used on the line indicated. If this is included in the rent, write the word "included" on this line.

TELEPHONE: If taking a straight line percentage of the total phone cost for the agency, identify the percentage used on the line indicated.

OTHER: List all other deductions for occupancy costs separately and be specific.

INSTRUCTIONS FOR SECTION F - PAGE 5; TRAVEL COSTS

TRAVEL COSTS: The costs entered into each column should be based on a review of actual travel costs incurred by the respective programs. A study of past years records should be completed before this section of the budget is prepared. Enter the figure used to calculate the reimbursement rate on the line provided.

TOTAL TRAVEL COSTS: Enter the amount for each column on this line. Be sure the totals balance for all columns.

INSTRUCTIONS FOR SECTION G - PAGE 5; INSURANCE COSTS

INSURANCE: Some agencies allocate all insurance costs to the Management and Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one program operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency programs, then a more appropriate method would be to show that program's insurance costs in the column for that program.

INSTRUCTIONS FOR SECTION H - PAGES 6 & 7; EQUIPMENT COSTS

EQUIPMENT COSTS: There are some directions listed on the budget pages for completing the four areas of this section. Any individual equipment item costing less than \$5,000 should be included as equipment cost. The exception to the "individual equipment cost" is for computer components which are purchased as a group, i.e. hard drive, monitor, keyboard, printer, etc. While these components may individually cost less than \$5,000, the entire group is to be depreciated if the purchase price is \$5,000 or greater. For equipment items used for more than one program,

show the percentage of time the contract program expects to use them and compute the amount based on that percentage. The large equipment items used by the Management and Indirect activities of the agency should also be listed, with the percentage used by both programs, i.e. the Contract Program and MGT/Indirect, computed.

INSTRUCTIONS FOR SECTION I - PAGE 8; MISCELLANEOUS COSTS

MISCELLANEOUS COSTS: Enter any expense items, and the amount which Provider expects to spend for them, that Provider has not entered elsewhere in this document. Examples of miscellaneous costs are printing, advertising, and postage.

TOTAL MISCELLANEOUS COSTS: Enter the total of all miscellaneous costs in this section in the appropriate columns.

PROFIT MARGIN: For profit entities only - Enter the amount of profit being charged to the contract program.

TOTAL OF ALL EXPENSES: The total of all expenses should be calculated from the sub-totals of sections D through I.

EXPLANATION: Be sure to pay special attention to this section. It is important to note the rationale or basis for the figures used in the proration of MGT/INDIRECT costs. Specific instructions have been included on the budget to be followed.

<p>INSTRUCTIONS FOR SECTION G - PAGE 9; INSTRUCTIONS FOR REVENUES BY PROGRAM SERVICES SECTION</p>
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Revenues of the Agency should also be completed for the same time period for which the budget expenses are detailed. Please use the "Explanation" section and attach extra pages if needed. Be specific and list each funding separately. Government contracts, including the revenues expected to be received from the contract with HCJFS, should be listed separately (i.e., Hamilton County \$nnn,nnn.nn, Butler County \$nnn,nnn.nn). Donations from individual benefactors need not be listed separately unless they represent a significant proportion or amount of donated funds. Fees from clients do not mean fees paid by third parties (insurance, Medicaid, contracts), and should only represent monies gained directly from clients.

FINAL REVIEW

1. Before submitting the budget, make a final check that each column of each page is correctly added, and that all figures are legible.
2. Review the Revenue page and make sure all revenue sources are listed. The total revenues shown MUST equal or exceed the total expenses shown in pages 1-8.
3. Please review Equipment section to make sure that all equipment purchases have been listed in proper section.

Hamilton County Department of Job and Family Services
Provider Certification Document
ATTACHMENT D-1

Section A. Program Identifying Information - This process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency.

1. Reviewer's Name and Title	
2. Initiation of Certification Process (Date)	
3. Completion of Certification Process (Date)	
4. Certification Status	
5. Tax I.D. #	
6. Oracle Contract #	
7. Agency Name	
8. Agency Address	
9. Phone #	
10. Fax #	
11. Program Name	
12. Service Name	
13. Program Address, if different	
14. Program Phone #, if different	
15. Program Fax #, if different	

16. Agency's Hours/Days of Operation	
17. Program's Hours/Days of Operation	
18. Indicate seasonal hours/days of operation, if applicable	
19. Agency Director's Name	
20. Agency Director's E-Mail Address	
21. Program Director's Name, if different	
22. Program Director's Phone #, if different	
23. Program Director's E-Mail Address	
24. Program Contact Person, if different	
25. Program Contact Person's Phone #, if different	
26. Program Contact Person's E-Mail Address	

NOTES:

Section B. Administrative Capacity - This section must be completed prior to contract signing

Item	Comments	Date Rec'd.	Date Complete
1. Other Provider certifications, i.e., Medicaid, JACHO, COA, etc.			
2. Reviewed and accepted:			
a. most recent annual indep. audit or comparable financial documents;.			
b. audit management letters, is applicable;			
c. SAS61 (auditor's communication to the board's audit committee), if applicable;			
d. most recent 990 and Schedule A;			
e. most recent federal income tax return;			
f. written internal financial controls. For assistance in developing internal financial controls, providers can consult the standards issued by the General Accounting Office (GAO) in the booklet titled <i>Government Auditing Standards</i> . The information is also available on the GAO website at http://www.gao.gov/policy/guidance.htm			
3. Indicate Provider's filing status with the IRS			
a. 501C3 (not-for-profit);			
b. sole proprietor;			
c. corporation (for profit);			
d. government agency;			
e. other (specify).			
4. Received current copies of:			
a. Articles of Incorporation, if applicable;			
b. job descriptions for all staff in program budget;			
c. insurance with the correct amount, type of coverage and add'l insureds listed; Expiration Date:			

d. Worker's Compensation insurance;			
e. table of organization including advisory boards & committees;			
f. service/attendance form, sign-in sheet, etc.			
g. copy of the contract service contingency plan, if applicable for this service.			
5. Reviewed 3 of the last 12 months board minutes			
6. Reviewed accounting/record keeping system:			
a. financial record keeping method			
1) is a separate account set up for our program?			
2) are invoices filed for easy reference?			
b. cash or accrual system;			
c. revenue source during start-up period;			
d. ability to issue accurate and timely reports			
e. maintenance of client service records .			
1) method for documenting client service;			
2) method for compiling data for reports;			
3) method for tracking performance indicators;			
f. how will provider manage cash flow during the first 3 months of the contract?			
7. When applicable, reviewed personnel files for proof of required documentation including, but not limited to:			
a. current professional license/certification;			
b. driver's license with < 5 points;			
c. proof of car insurance;			

d. police/BCII check completed w/in last 12 mons.			
8. Transportation Issues (when applicable)			
a. is public transportation readily available?			
b. how far from the program site is the public transportation stop?			
c. indicate the type of available parking facilities:			
1) private lot;			
2) municipal/public lot;			
3) on-street parking;			
4) client/staff pay to park.			
9. Interior - Public Areas			
a. indicate general impression of appearance - cleanliness, neatness, safety, etc.			
b. is facility handicapped accessible?			
c. are bathrooms handicapped accessible?			
d. does facility design ensure client confidentiality?			
e. is the facility adequate for our program?			
f. ask Provider if a negative building safety report was issued by the fire department.			
10. Contract Management Plan - review provider's written plan for contract management.			
a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS?			
b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS?			
c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements?			

d. what is provider’s plan for conducting self-reviews to ensure contract compliance?			
e. what is provider’s plan for ensuring receipt of client authorization forms prior to invoicing?			
f. what is provider’s plan to remain in compliance with contract requirements for timely invoicing to HCJFS?			
g. what is provider’s plan for monitoring contract utilization?			

Additional comments/notes for Section B:

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

Item	Comment	Date Rec'd.	Date Complete
1. Training plan for program area staff. a. proof provider staff are aware of contract requirements.			
2. Written program policies			
3. Policy & procedure manual for staff a. provider's overall operation policy;			
b. personnel policies;			
c. policy for using volunteers;			
d. affirmative action;			
e. cultural diversity training;			
f. police check policy.			
4. Received copy of provider's brochures or literature regarding their programs. How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?			
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following should be included: a. consumer program satisfaction results (define method(s) to be used);			
b. HCJFS & provider staff satisfaction feedback mechanisms (defined in plan);			
c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, and contact dates and units;			

d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis;			
e. written information regarding service programs operated by provider & how the information is disseminated to consumers;			
f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances and individual and program related grievance summaries;			
g. detailed safety plan;			
h. detailed written procedure for maintaining the security and confidentiality of client records.			

Additional comments/notes for Section C:

(G:sharesv\contract\manual\certific Rev. 10-02)

ATTACHMENT D-2

Hamilton County Department of Job and Family Services Provider Certification Process

(Revised 7/01)

I. Overview

The purpose of the **Hamilton County Department of Job and Family Services (HCJFS) Provider Certification Process** is to determine a service provider's apparent administrative capacity to effectively manage an HCJFS contract. The process is designed strictly for internal HCJFS decision making and should not be seen as an official accreditation, licensing or endorsement of a provider program or agency. The process is divided into three (3) sections -**A. Program Identifying Information, B. Administrative Capacity and C. Quality Assurance**. Sections A. and B. must be completed prior to contract signing. Section C. must be completed within six (6) months of contract signing. A six (6) month period is given for Section C. to allow time for smaller agencies who may not have all of the quality assurance components in place. As with any process, there are always exceptions so consult with management if certain portions of the document are not applicable to a specific provider.

A. **Program Identifying Information (Section A)** - identifies key information such as:

1. agency name and address;
2. director's name;
3. service being purchased;
4. hours/days of operation, etc.

B **Administrative Capacity (Section B)** - identifies administrative areas which are key to an effective operation such as:

1. accounting and record keeping systems;
2. copies of important documents such as the table of organization, Articles of Incorporation, insurance, etc.;
3. review of provider personnel files for proof of drivers' licenses, insurance, professional credentials, etc.;
4. tour of the provider's facility.

None of this information is to be released to anyone other than the provider without HCJFS management approval.

C. **Quality Assurance (Section C)** - identifies processes and procedures for ensuring quality service such as:

1. program staff training plan;
2. staff policy and procedure manual;

3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

ITEM	EXPLANATION
1. Reviewer's Name and Title	Staff name(s)/title(s) who completed the certification review.
2. Initiation of Certification Process (Date)	Date the certification process began.
3. Completion of Certification Process (Date)	Date the certification process was completed - all 3 sections completed..
4. Certification Status	Select the applicable answer as the certification process is completed. Select: in process, approved, denied.
5. Tax I.D. # (aka Vendor #)	Tax I.D. (Vendor) number used in Performance.
6. Oracle Contract #	Contract number used in Oracle
7. Agency Name	Official name of the contract agency.
8. Agency Address	Address for the location of the agency's administrative office. Indicate if there is a separate mailing address.
9. Phone #	Phone number for the agency's administrative office.
10. Fax #	Fax number for the agency's administrative office.
11. Program Name	Program name for the purchased service, if applicable.
12. Service Name	Service name from the Contract Services database picklist.
13. Program Address, if different	Program address if different from the administrative office.
14. Program Phone #, if different	Program phone number if different from the administrative office.
15. Program Fax #	Program fax number if different from the administrative office.
16. Agency's Hours/Days of Operation	Agency's hours of operation (begin/end times) and days of the week the agency is open for service.
17. Program's Hours/Days of Operation	Contracted program's hours of operation (begin/end times) and the days of the week the program is open for service.
18. Seasonal Hours, if applicable	Indicate if the program has seasonal (summer, holiday, etc) days and hours of operation.
19. Agency Director's Name	Name of the Executive Director for the contracted agency.
20. Agency Director's E-Mail Address	E-mail address for the Agency Director.
21. Program Director's Name, if different	Name of the Program Director for the contracted program/service if different from the Executive Director.
22. Program Director's Phone #, if different	Phone number for the Program Director if different from the agency or program phone numbers listed above in #9 and #14.
23. Program Director's E-Mail Address	E-mail address for the Program Director if different from the Agency Director.

24. Program Contact Person, if different	Name of the program Contact Person if different from the Program Director listed above in #20.
25. Program Contact Person's Phone number, if different	Phone number for the program Contact Person if different from the phone number for the Program Director listed above in #21.
26. Program Contact Person's E-Mail Address	E-mail address for the program contact person if different from the Program Director.

Section B. Administrative Capacity - This section must be completed prior to contract signing.

ITEM	EXPLANATION
1. Other Provider certifications	Ask Provider if the agency is currently certified by another entity. This could be Medicaid, JACHO, COA, etc. Obtain information regarding the type, time period and particular services covered by the certification and discuss findings with Section management.
2. Reviewed and accepted: a. Most recent annual indep. audit or comparable financial documents; b. audit management letter, if applicable; c. SAS61 (auditor's communication to the board's audit committee), if applicable; d. most recent 990 and Schedule A ; e. most recent federal income tax return; f. written internal financial controls.	<p>This information is used to determine the financial status of an agency. Things to look for are:</p> <ol style="list-style-type: none">1. Did the audit firm issue an unqualified opinion on the report? If not, a further review of the agency's financial status should be conducted. If the audit report is not for the prior calendar year, ask when the report will be finished and follow-up with provider to obtain a copy.2. Do the attachments/exhibits indicate problems, recommendations, etc.?3. Does the audit management letter indicate a problem or areas that need improvement?4. Does the SAS61 indicate problems, concerns, etc.?5. The 990 repeats much of the information in the independent audit but also includes the salaries for the top 5 positions earning over \$50,000.00 per year.6. Were taxes filed timely? If not, why? Were extensions requests done timely?7. Do the controls indicate a separation of duties? Is there a clear understanding of duties and roles? For assistance in developing internal financial controls, providers can consult the standards issued by the GAO in the booklet titled <i>Government Auditing Standards</i>. The information is also available on the GAO website at: http://www/gao.gov/policy/guidance.htm
3. Indicate Provider's filing status with the IRS: a. 501C3 (not-for-profit); b. sole proprietor; c. corporation (for profit); d. government agency; e. other (specify).	The filing status is important because of filing and tax conditions which are unique to each category.

<p>4. Received current copies of:</p> <ul style="list-style-type: none"> a. Articles of Incorporation, if applicable; b. job descriptions for all staff in program budget; c. insurance with the correct amount, type of coverage and add'l. insureds listed; d. Worker's Compensation insurance; e. table of organization including advisory boards & committees; f. service/attendance form, sign-in sheet, etc. g. contract service contingency plan, if applicable. 	<p>Copies of all the documents must be received prior to contract signing.</p> <ol style="list-style-type: none"> 1. Job description titles should match to the salaried positions in the budget and to the positions in the T.O. 2. Insurance amounts are the standard amounts listed in the boiler plate contract. Work with management for unusual coverage amounts for unusual services. Indicate the expiration date so HCJFS can do timely follow-up to ensure the insurance coverage remains current. 3. Table of organization should show the relationship of the contracted service to the entire organization. The T.O. may reference programs for positions. 4. The service/attendance form is the sheet used to document units of service. Determine if information maintained is adequate - client name, date, begin/end time, unit(s) of service, name of teacher/case worker, etc. 5. The contract service contingency plan is to detail how service will be provided to HCJFS clients should the provider be unable to comply with the contract terms. What is the provider's back-up plan?
<p>5. Reviewed 3 of the last 12 months board minutes</p>	<p>Review for problems which could reflect on the administrative capacity of the agency, i.e. issues with the contracted programs, staff issues, funding issues, etc.</p>

<p>6. Reviewed accounting/record keeping system:</p> <ul style="list-style-type: none"> a. financial record keeping method <ul style="list-style-type: none"> 1) is a separate account set up for our program? 2) are invoices filed for easy reference? b. cash or accrual system; c. revenue source during start-up period; d. ability to issue accurate and timely reports e. maintenance of client service records . <ul style="list-style-type: none"> 1) method for documenting client service; 2) method for compiling data for reports; 3) method for tracking performance indicators; f. how will the Provider manage cash flow during the first 3 months of the contract? 	<ul style="list-style-type: none"> 1. The agency must show how the expenses and revenue for each contracted program will be reported/tracked in a separate account. 2. Determine how financial invoices will be filed. Is this adequate for audit purposes? 3. Identify the accounting system used - cash vs accrual. This is important in an audit for determining how expenses and revenues are reported. 4. Determine how the agency will meet payroll and other contract related expenses during the start-up period, prior to receiving the first contract reimbursement. 5. Review the process for reporting expenses, service and performance goals. Does provider have the administrative capacity to manage the contract in an accurate and timely fashion? In the program area? In the financial area? 6. Review the process for documenting and maintaining client service records. Is it acceptable for audit purposes? Can invoiced services be easily tracked to a source document? Is the information in the source document legible, complete, etc? 7. Since the initial reimbursement will be approximately 2 months from the end of the first service month, discuss with provider how program expenses will be paid during that time.
<p>7. When applicable, review personnel files for proof of required documentation including, but not limited to:</p> <ul style="list-style-type: none"> a. current professional license/certification; b. driver's license with < 5 points; c. proof of car insurance; d. police/BCII check completed within the last 12 mons. 	<p>Based on the work performed by the contract agency's staff, conduct a sampled review of personnel files to ensure required documentation is current and on file. Indicate discrepancies and develop an action plan with the agency to ensure compliance prior to contract signing.</p>
<p>8. Transportation Issues (when applicable)</p> <ul style="list-style-type: none"> a. is public transportation readily available? b. how far from the program site is the public transportation stop? c. indicate the type of available parking facilities: <ul style="list-style-type: none"> 1) private lot; 2) municipal/public lot; 3) on-street parking; 4) client/staff pay to park. 	<p>This section is to identify potential problems for the program area in client access of service.</p>

<p>9. Interior - Public Areas</p> <ul style="list-style-type: none"> a. indicate general impression of appearance- cleanliness, neatness, safety, etc. b. is facility handicapped accessible? c. are bathrooms handicapped accessible? d. does facility design ensure client confidentiality? e. is the facility adequate for our program? f. ask provider if a negative building safety report has been issued by the fire department. 	<p>Purchased services are to be provided in an appropriate setting and accessible to all referred clients. This area is subjective and open to interpretation. The question to ask yourself is if you'd feel comfortable referring a client to this location. The fire department only issues a report when there are building safety issues. Ask to see any negative safety report and, if any, ask for proof of compliance - repair invoices, etc. Calls can be made to the fire department if the status is in doubt.</p>
<p>10. Contract Management Plan - review provider's written plan for contract management.</p> <ul style="list-style-type: none"> a. how will provider ensure integrity and accuracy of the financial system for reporting to HCJFS? b. how will provider ensure integrity of record keeping for documenting and reporting units of service and performance objectives to HCJFS? c. how will provider ensure administrative and program staff are fully aware of and comply with contract requirements? d. what is provider's plan for conducting self-reviews to ensure contract compliance? e. what is provider's plan for ensuring receipt of client authorization forms prior to invoicing? f. what is provider's plan to remain in compliance with contract requirements for timely invoicing to HCJFS? g. what is provider's plan for monitoring contract utilization? 	<p>The purpose of the plan is to ensure the provider is fully aware of the contractual obligations and has a pro-active plan for managing the various contract components. At a minimum, the provider's written plan must address these seven (7) areas.</p>

Section C. Quality Assurance - If unavailable prior to contract signing, items in this section must be obtained and/or reviewed within the first 6 months of the contract.

ITEM	EXPLANATION
1. Training plan for program area staff. Are provider staff aware of contract requirements?	Provider must have a written plan for ensuring provider's staff are aware of contract/amendment requirements and conditions. Staff must be aware of the target population, special need clients, reporting requirements, etc.
2. Written program policies	Review program policies to ensure contract conditions are maintained.
3. Policy & procedure manual for staff a. provider's overall operation policy; b. personnel policies; c. policy for using volunteers; d. affirmative action; e. cultural diversity training.	The manual is for the entire provider agency. Is cultural diversity part of agency wide training?
4. Received copy of provider's brochures or literature regarding their programs.	How are cultural sensitivity issues addressed in the literature? Does provider serve specific cultural and/or ethnic populations?
5. Received copy of providers's QA/QI plan or activities. At a minimum, the following must be included: a. consumer program satisfaction results (define method(s) to be used); b. HCJFS & provider staff satisfaction feedback mechanism (defined in plan); c. unduplicated monthly & YTD data on # of referrals from HCJFS, # of consumers engaged in services, outreach efforts for no-show consumers, service contact dates and units; d. how goal/performance standard attainment will be documented and reported on an individual & aggregate basis; e. written information regarding service programs operated by provider & how the information is disseminated to consumers; f. provider's publicized complaint & grievance system to include written policies & procedures for handling consumer and family grievances, QI report to include individual and program related grievance summaries; g. detailed safety plan; h. detailed written procedure for maintaining the security and confidentiality of client records.	1. Does the agency have a Quality Improvement program? 2. Is there a <u>current</u> QI plan that incorporates involvement of all program areas, front line staff representation, fiscal, administration, clinical staff, families served? 3. Is there a client satisfaction mechanism in place? 4. How are client contacts, referrals, service delivery measured and tracked? 5. Are service goals articulated clearly? Are there mechanisms in place to track and report individual and aggregate data on client activities/outcomes? Financial outcomes? 6. Service brochures that describe program availability? Quality Improvement information that is distributed to stakeholders and utilized for program decision making? 7. Grievance process available - easily accessible to clients.Process for tracking and reporting individual and aggregate data on grievances? 8. Safety plan available and mechanisms in place to evaluate, monitor, and report safety issues? 9. How are client records maintained for security and confidentiality in provider's office? Can records be taken off site? If yes, how is the security and confidentiality guaranteed?

ATTACHMENT E
Declaration of Property Tax Delinquency
(ORC 5719.042)

I, _____, hereby affirm that the Proposing Organization
herein, _____, is ____ / is not ____ (**check**
one) charged at the time of submitting this proposal with any delinquent property taxes on
the general tax list of personal property of the County of Hamilton.

If the Proposing Organization is delinquent in the payment of property tax, the amount of
such due and unpaid delinquent tax and any due and unpaid interest is
\$_____.

State of Ohio
County of Hamilton

Before me, a notary public in and for said County, personally appeared
_____, authorized signatory for the Proposing Organization,
who acknowledges that he/she has read the foregoing and that the information provided
therein is true to the best of his/her knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at
_____, Ohio this _____ day of _____ 20_____.

Notary Public

ATTACHMENT F

Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

ATTACHMENT F

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

☐ YES ☐ NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

☐ YES ☐ NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

ATTACHMENT G
AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Corporation or Business Trust)
(R.C. 3517.13(J)(3))

STATE OF OHIO

COUNTY OF _____

SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to
Section 3517.13 of the Ohio Revised Code:

1. I am _____ and I am employed as _____
[Name] [Title]
for _____.
[Name of Corporation/Business Trust]
2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Corporation/Business Trust]
3. On behalf of _____, I do hereby certify that all of
[Name of Corporation/Business Trust]
the following persons, if applicable, are in compliance with division (J)(1) of Section
3517.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty per cent of the corporation or business trust;
 - (b) Each spouse of an owner of more than twenty per cent of the corporation or
business trust;
 - (c) Each child seven years of age to seventeen years of age of an owner of more
than twenty per cent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
4. I further certify that if _____ is awarded a
[Name of Corporation/Business Trust]
contract, the following persons shall, beginning on the date the contract is
awarded and extending until one year following the conclusion of that contract,
maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised
Code:
 - (a) An owner of more than twenty per cent of the corporation or business trust;
 - (b) A spouse of an owner of more than twenty per cent of the corporation or business
trust;
 - (c) A child seven years of age through seventeen years of age of an owner of more
than twenty per cent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.

5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Corporation/Business Trust]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this _____ day of _____, 200_.

Notary Public - State of _____
My Commission Expires: _____

ATTACHMENT G
AFFIDAVIT IN COMPLIANCE WITH
SECTION 3517.13 OF THE OHIO REVISED CODE
(Individuals or Non-Corporate Entities)
(R.C. 3517.13(I)(3))

STATE OF OHIO

COUNTY OF _____

SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to
Section 3517.13 of the Ohio Revised Code:

1. I am _____ and I am employed as _____.
[Name] [Title]
for _____.
[Name of Entity]
2. In my position as _____, I have the authority to make the
[Title]
certifications contained herein on behalf of _____.
[Name of Entity]
3. On behalf of _____, I do hereby certify that the
[Name of Entity]
following persons, if applicable, are in compliance with division (I)(1) of Section 3517.13
of the Ohio Revised Code:
 - (a) The individual;
 - (b) Each partner or owner of the partnership or other unincorporated business;
 - (c) Each shareholder of the association;
 - (d) Each administrator of the estate;
 - (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if _____ is awarded a contract,
[Name of Entity]
the following persons shall, beginning on the date the contract is awarded and extending
until one year following the conclusion of that contract, maintain compliance with
division (I)(2) of Section 3517.13 of the Ohio Revised Code:
- (a) The individual;
 - (b) Each partner or owner of the partnership or other unincorporated business;
 - (c) Each shareholder of the association;
 - (d) Each administrator of the estate;
 - (e) Each executor of the estate;
 - (f) Each trustee of the trust;
 - (g) Each spouse of any person identified in (a) through (f) of this section;
 - (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
 - (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
 - (j) Any combination of persons identified in (a) through (i) of this section.
5. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ to the penalties set forth in Section
[Name of Entity]
3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

[Title]

Sworn to before me, and subscribed in my presence, this ____ day of _____, 200__.

Notary Public - State of _____
My Commission Expires: _____

Attachment H
REQUEST FOR PROPOSAL (RFP)
REGISTRATION FORM
RFP MB1109R
Non-Emergency Transportation Services
June, 2009

All inquiries regarding this RFP are to be in writing and are to be mailed, email or faxed to:

Maggie Barnett
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384
Email: HCJFS_RFP_Communications@jfs.hamilton-co.org

The Hamilton County Job and Family Services (HCJFS) will not entertain any oral questions regarding this **RFP**. *Other than to the above specified person, no Proposer may contact any HCJFS, county official, employee, project team member or evaluation team member.* Proposers are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this RFP. **Inappropriate contact may result in rejecting of the Proposer's Proposal, including attempts to influence the RFP process, evaluation process or the award process by Proposer who have submitted bids or by others on their behalf.**

By faxing this completed page to the HCJFS Contract Services you will be registering your company's interest in this RFP, attendance at the RFP conference (attendance is not mandatory) and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

Registration helps insure that Proposers will receive any addenda to or correspondence regarding this RFP in a timely manner. The HCJFS will not be responsible for the timeliness of delivery via the U.S. Mail.

Only Proposers registering for the RFP will be considered for a contract. All others Proposers will be disqualified.

REGISTRATIONS MUST BE RECEIVED BY July 29, 2009

Please fax this completed page to HCJFS Contract Services at (513) 946- 2384.



Integrated Services
Main Office: 222 East Central Parkway • Cincinnati, Ohio 45202-1225
General Information: (513) 946-1000
General Information TDD: (513) 946-1295
FAX: (513) 946-2250
www.hcjfs.org
www.hcadopt.org
www.hcfoster.org

Attachment I

Date:

CINCINNATI OH

Non-Emergency Transportation (NET) Customer Standards

- ▶ **Transportation by cab or livery service is a privilege and not a right.** During transportation, customers must conduct themselves (and their children, if any) in a reasonable manner. Customers must:
 - Avoid using profanity; and
 - Avoid verbally or physically abusing drivers, monitors, dispatchers and/or order takers.Failure of a customer to exhibit good behavior may result in a progressive disciplinary process that may result in an indefinite suspension of transportation by cab or livery services.
- ▶ **The transportation vendor is:**
 - **Not allowed** to take you to any unauthorized medical providers.
 - **Only allowed** to pick you up and drop you off at the address that our agency has given them.
- ▶ **If you move**, you need to call your transportation worker and your Medicaid eligibility worker right away to change your address. If your address is not changed, you cannot be picked up and you will miss your appointments.
- ▶ **You may be picked up 5 minutes before or up to 15 minutes after the designated pick up time.**
 - You must be ready to leave any time during this 20-minute period.
 - The transportation vendor does not have to send another vehicle if you are not ready and you may miss your appointment.
- ▶ **Rides are only allowed for the person who is authorized for service.**
 - No extra riders are allowed to go with you unless prior authorized.
- ▶ **If you have any problems with the quality of service you receive from the vendor,**
 - You should call the vendor first and try to work them out.
 - If you cannot solve the issue with the vendor, then you may call your transportation worker for assistance.
- ▶ **Rides are for non-emergency purposes only;**
 - The vendor is not allowed to take you to the emergency room without prior authorization from your transportation worker.
 - If you have an emergency, you must call 911.
- ▶ **You are only allowed to go to scheduled medical appointments.**

Your Transportation Worker is:

Transportation Worker's Phone Number: (513) 946-

	Time
Leave Lot	
pick up	
arrived @ appt.	
left appt..	
drop @ home	
arrived @ lot	

Leg ID:

Leg ID:

Date:	
Driver: <i>(print name)</i>	
Driver Signature:	
Name of Monitor:	

[illegible]

* Driver's License = DL
State ID = ST
Pass Port = PP

Children's Services Medical Trips w/ Monitor

Date:	
Driver: <i>(print name)</i>	
Driver Signature:	
Name of Monitor:	

Trip ID:

Leg ID:

Leg ID:

	Time
Leave Lot	
pick up	
arrived @ appt.	
left appt.	
drop @ home	
arrived @ lot	

Name of Person to Transport:

Rider (s)	Pick Up Address & Name of Responsible Party	Drop Off Address & Name of Person Receiving the child	* Form of Picture ID Checked	Client or Pre-authorized Adult's Signature	Pre-Authorized Adult's Ph #

* Driver's License = DL
 State ID = ST
 Pass Port = PP

Attachment K

NON-EMERGENCY TRANSPORTATION (NET) Policy Memo

Effective Date: Immediate

NET Policy Memo #: 11 A

Approval: Jerry O'Flynn

ORC/OAC Reference: 5101:3

Date: 12/19/08

Subject: Drop Off – No Responsible Party Home

Obsoletes: 11

Background	At no time, shall any child be dropped off at a location not approved by the parent/guardian, and/or Children's Services Worker. This memo establishes guidelines for the use of Non-Emergency Transportation services when children are unable to be dropped off due to no responsible party being there to receive them.
When No Responsible Adult is available to Receive Child	<p>When authorizing Non-Emergency Transportation (NET) Services for children to day treatment, partial hospitalization, therapeutic preschool, after school programs, medical, dental, therapy appointments, the NET worker will:</p> <ul style="list-style-type: none"> Secure the parent's/guardian's signature on an <u>HCJFS 3305 – NET Consent Form</u> to: <ul style="list-style-type: none"> Authorize the transport; and Confirm the parent's or guardian's understanding of the procedures to be followed by the driver if an adult is not home at the time of the drop off. <p>When no responsible party is home to receive the drop off of a child by the Transportation Provider, the Transportation Provider will:</p> <ul style="list-style-type: none"> Attempt to reach the following parties to arrange for drop off in the order listed below: <ol style="list-style-type: none"> The parent/guardian by phone. All alternate phone numbers listed for the parent/guardian or other care givers authorized to receive the child in lieu of the parent/guardian; The Children's Services worker during normal business hours (prior to 4:45 PM). 241-KIDS – if calling after 4:45 PM. 241-KIDS will advise the provider how to proceed (Note – steps 3 and 4 will be the same regardless of custody status.) Advise the parent/guardian of the steps taken and the drop off location of the child. Complete an <u>HCJFS 3303 – NET Incident Report</u> and fax to the NET Fiscal Coordinator (946-2268) within 24 hours. The NET Fiscal Coordinator will file the documentation in the child's NET file.
Suspension and/or Termination of NET Contracted Services	<p>If the parent/guardian fails to have a responsible party at home on three (3) occasions within a school year (August 1 –July 31), the NET worker may:</p> <ul style="list-style-type: none"> Suspend the child from contracted-services' transportation (until the parent/guardian or Children's Services worker/supervisor provides a workable solution to have a responsible party present upon the child's arrival**); Assess eligibility for mileage reimbursement or bus tokens/passes (for both child and adult) for subsequent transportation needs; E-mail the transportation provider notice of any suspension or termination of contracted services; and <p>For children having open Children's Services cases: Prior to terminating cab/van service, the NET Supervisor will notify the Children's Services worker or supervisor of the proposed suspension and change in transportation mode.</p> <p>** Note: Additional infractions may result in termination of contracted-services for the remainder of the school year as defined above. At that time, the child will become eligible for mileage or bus tokens/passes only and the NET worker will e-mail the transportation provider notice of termination of services.</p>

Attachment K

NET Children's Services Contract – Monitor Rider Cases

Transportation Provider will:

- Request to view a picture ID such as a valid driver's license, State ID, Passport, etc. from the adult present to ensure the child is received by the pre-authorized individual.
- Have the pre-authorized adult sign the HCJFS 3546 – Children's Services Medical Trips With Monitor attendance sheet to verify that the child was dropped off.
- Fax or mail daily attendance sheets to the NET Fiscal Coordinator at HCJFS.

If the adult present is not pre-authorized to receive the child, the Transportation Provider will:

- Contact 241-KIDS to notify Children's Services that the child will be dropped off at HCJFS.

If no pre-authorized responsible party is home to receive the drop off of a child, the Provider will:

- Attempt to contact the pre-authorized adult listed on the HCJFS 3546 – Children's Services Medical Trips With Monitor attendance sheet.
 - If unable to reach the pre-authorized adult, leave a written message at the home and a voice mail message on the caregiver's phone/answering service that the child will be transported to 241-KIDS.

A Hachment L

CHILDREN'S SERVICES MANUAL

Manual Section:	15.01-B	OAC Reference:	5101:2-7-15(E)
Effective Date:	Immediate	COA Reference:	G5.5.02, G5.5.03
Approved By:	Moira Weir	Cross Reference:	Section 2.10, 1.02-C, Director's Letter 49-A
Approval Date:	9/19/08	Planned Review Date:	9/19/10
		Obsoletes:	15.01-A

Transporting Children

Background Casework often involves the transportation of children to placements, appointments and visits. It is the responsibility of any HCJFS employee or affiliate transporting a child to ensure that the child is properly restrained while in a vehicle. HCJFS provides appropriate car and booster seats for caseworkers and case aides to ensure that all staff transporting children has ready access to necessary equipment.

Transportation Safety Requirements HCJFS employees must adhere to all safety requirements with regards to transporting children. HCJFS requires child safety restraint training for all employees who as part of their job may be called upon to transport a child. All employees must have a valid driver's license. **All employees must wear seat belts** and obey all state and local highway safety laws. All children being transported must be restrained in seat belts and in the appropriate car seat or booster seat according to the car/booster seat instructions and according to age/height/weight requirements for the child. In addition, all children age twelve (12) and under must ride in the back seat of the vehicle. The following guidelines must be met when transporting children requiring restraint in a car seat or booster seat:

The child is under twenty (20) pounds.	The child must be in a rear facing car seat in the back seat.
The child is under one (1) year of age.	The child must be in a rear facing car seat in the back seat.
The child is between twenty (20) pounds and forty (40) pounds in weight and between the ages of one (1) and four (4) years.	The toddler must be restrained in a forward-facing position in a car seat in the back seat of the car.
The child is more than four (4) years old and between forty (40) and eighty (80) pounds or shorter than 4ft. 9in. tall.	The child must be restrained in a booster seat in the forward facing position in the back seat of the car.

Continued on next page

Attachment L

Transporting Children, continued

Sanitary Requirements

Car seats and liners must be cleaned on a monthly basis. Each section is responsible for developing their own mechanism for ensuring the sanitary requirements are enforced.

Car Seat Expiration

All car/booster seats have expiration and/or manufacturer dates. Expiration dates can be found on one of the manufacturer labels located on the sides or bottom of the car/booster seat. If an expiration date is not listed, the caseworker should refer to the manufacture date. Car/booster seats are good for **six years** from the manufacture date. The caseworker should return all expired car/booster seats to the administrative assistant for proper discard.

To ensure continued safety, HCJFS recommends all car/booster seats be replaced following an auto accident.

Permission to Transport Form

If HCJFS does not hold custody of a child being transported, the HCJFS 4647 – Consent for Transportation form must be signed by the parent or guardian. (This form is also required when transporting adults.)

Requirements for Foster Parents

Any vehicle owned or leased by a foster caregiver and used to transport a foster child shall be maintained in a safe condition and in compliance with all motor vehicle laws. Such vehicles must be covered by liability insurance in accordance with current state laws. A foster caregiver must ensure that any person transporting a foster child in a motor vehicle must be licensed to drive that class of vehicle and have the child restrained in the proper car seat or booster seat. When transporting foster children in their care, foster parents must adhere to the same transportation safety guidelines on the previous page of this policy regarding the use of car seats and booster seats for children.

HCJFS will purchase and provide car seats/booster seats for foster parents caring for children in this age, weight and height range on a case by case situation.

Continued on next page

Attachment L

Transporting Children, continued

Transporting Children with Behavioral Issues

Steps must be taken to protect both the child and the caseworker when transporting children with serious behavioral problems that may pose a risk during the transport. When planning the trip, discuss the child's behavior with the supervisor and take one or more of the following steps as needed.

- Take a co-worker with you to complete the transport;
- Reserve a screened county car;
- Request assistance from the Sheriff's Department or local police if:
 - the child is at risk of running/has a history of running;
 - the child is at risk of harm to self or others;
 - the child is being moved from one secure setting to another.

Reporting Problems

In the case of a vehicle accident, regardless if children are present, the employee shall notify his/her supervisor and follow the Vehicle Accident Procedures in Children's Services Manual - 2.10.

CHILDREN'S SERVICES MANUAL

Manual Section:	2.07	OAC Reference:	None
Effective Date:	Immediate	COA Reference:	None
Approved By:	Moir Weir	Cross Reference:	None
Approval Date:	05/01/06	Planned Review Date:	5/1/08
		Obsoletes:	CS PM #104

Inclement Winter Weather

Background The safety of staff and the children/families that we serve is of paramount importance. Preparing for the winter season and knowing how to react if you are stranded or lost on the road are keys to safe winter driving. This policy memo discusses winter driving guidelines and identifies specific conditions which require evaluation and, potentially, delay of HCJFS transportation or field work.

Weather Alerts CS Administration will utilize the snow emergency guidelines established by the Hamilton County Sheriff's Office as a tool in making the decision to cancel scheduled transportation or delay non-emergency field work for Children's Services. The Sheriff's Office recognizes the following snow emergency levels:

Level I – Snow Alert	Roadways are hazardous with blowing and drifting snow.
Level II – Snow Advisory	Roadways are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the roadways.
Level III – Snow Emergency	All roadways are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. Those traveling on roadways may subject themselves to arrest.

Continued on next page

Attachment M

Inclement Winter Weather, Continued

CS Field Work The Assistant Director's designee will evaluate the necessity and issue notice of any necessary delay of non-emergency field work for Children's Services. In the event of a **Level II Snow Advisory** or **Level III Snow Emergency**, non-emergency field work will be cancelled or delayed. The status of the delay will be evaluated throughout the day and changed as needed based on weather alerts, current road conditions, and local weather forecasts. Caseworkers **must** consult with their supervisor or section chief regarding the completion of field work that is considered necessary or urgent (i.e., meeting the priority response on an allegation, placing of children, returning children to his/her placement setting). This consultation will include discussion of the safety risks involved, the availability of alternate means to complete the required actions, and any follow-up plan required. Caseworkers must include documentation in the case notes of all consultation and contacts.

Case Aide Transportation Services The Transportation Coordinator will cancel or delay the start of transportation assignments in the event that a notice of delay is received from the Assistant Director's designee. Under circumstances where the transportation need is a "retrieval" or "return" of a child to his/her placement setting (i.e., foster home, relative home, etc) from another location, consultation must occur between the transportation coordinator, the assigned case aide and the child's caseworker and/or supervisor. This consultation will include a discussion of the safety risks involved, the urgency of the need for transportation, the availability of any alternate means to ensure the child is safely returned, and the availability of alternate safe locations. Any "no drive" status will be updated in accordance with the designee's evaluation throughout the day.

Out-of-County Travel When a transportation assignment or visit requires travel outside of Hamilton County, the caseworker or case aide should consult the weather forecast and road conditions of the designated city and any major cities throughout the planned route. If there are concerns regarding inclement weather or road conditions, consultation should occur with the supervisor, section chief, or transportation coordinator (for case aides). An emergency supply box can be obtained prior to a trip from the administrative assistant for each section or the case aide managers (for case aides).

Continued on next page

Attachment M

Inclement Winter Weather, Continued

Weather and Travel Links

Current weather and travel information can be found at the following links or phone numbers:

- ODOT Traffic Information - <http://www.buckeyetraffic.org/>
 - ARTIMIS - <http://www.artimis.org/> or dial 511
 - National Weather Service - <http://weather.noaa.gov/>
 - Ohio State Highway Patrol - <http://statepatrol.ohio.gov/>
 - Indiana State Police - <http://www.in.gov/isp/roadinfo/weather.html>
 - Kentucky State Police - <http://www.kentuckystatepolice.org/>
 - The Weather Channel - <http://www.weather.com/>
 - SORTA - <http://www.sorta.com/>
-

Winter Driving Tips

The following winter driving tips are adapted from the City of Cincinnati Public Services department and the FEMA Winter Driving Fact Sheet:

Tips Before You Drive:

- Keep your vehicle's gas tank at least half full at all times.
- Make sure your windshield fluid is full.
- Winterize your car by fully charging the battery and checking for adequate tire tread and air pressure.
- Use deicer or heat with your key with a match or lighter to open frozen locks. Do not use water, even if it's hot.
- Keep emergency driving supplies such as ice scrapers, shovels, jumper cables, flares, deicer, flashlights, fully charged cell phone (and car charger), blanket, water and non-perishable food in your vehicle.
- Dress warmly.

Tips While on the Road:

- Remember bridges and ramps freeze before roads.
 - Keep a safe distance of 50 feet from snow removal equipment and traffic in front of you. It takes longer to stop on wet or icy roads.
 - When skidding, steer your vehicle in the direction you want to go. Don't slam on the brakes.
 - SLOW DOWN.
 - If your vehicle gets stuck, ease or "rock" out of spaces. Spinning the tires only digs a car deeper in the snow.
-

Continued on next page

Attachment M

Inclement Winter Weather, Continued

Winter Driving Tips, *continued*

If You Become Stranded:

- Stay in the car unless help is visible within 100 yards. You may become disoriented and lost in blowing and drifting snow.
 - Call for assistance from your cell phone.
 - Display a 'trouble' sign (i.e., a brightly colored cloth on the antenna and raise the hood of the car).
 - Occasionally run the engine to keep warm (about 10 minutes each hour). Run the heater when the car is on.
 - Keep the exhaust pipe clear of snow and open the window slightly for ventilation.
 - Do minor exercises such as clapping hands and moving arms and legs occasionally. This will help to maintain circulation.
 - Avoid overexertion. Cold weather puts an added strain on the heart.
-

Attachment N



Main Office: 222 East Central Parkway • Cincinnati, Ohio 45202-1225
Neighborhood Center: 237 Wm. Howard Taft • Cincinnati, Ohio 45219
General Information: (513) 946-1000
General Information TDD: (513) 946-1295
FAX: (513) 946-2250
www.hcjfs.org
www.hcadopt.org
www.hcfoster.org

Employer Name:			
Employee Name:			
Employee Address:			
Authorization Date:		Expiration Date:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

Whereas R.C. 2151.86 requires the Hamilton County Department of Job and Family Services (HCJFS) to obtain a criminal records check on each employee and volunteer of a HCJFS Provider who is responsible for a consumer's care during service delivery, and

Whereas HCJFS, and HCJFS' funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record checks of Providers' employees who are responsible for a consumer's care during service delivery, and

NOW THEREFORE

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records checks. This authorization is valid for this, and the three subsequent fiscal years of HCJFS.

Signature _____ Date _____

A. Criminal Record Check

Provider shall comply with R.C. Sections 2151.86 and 5153.111. Generally these require that every employee or volunteer of Provider who has contact with a Consumer have an effective criminal record check. Notwithstanding the aforesaid, an employee or volunteer, without an effective criminal record check, may have contact with a Consumer if he/she is accompanied by an employee with an effective criminal record check. As used in this section an "effective criminal record check" is a criminal record check performed by the Ohio Bureau of Criminal Identification and Investigation, done in compliance with ORC 2151.86, which demonstrates that the employee or volunteer has not been convicted of any offense listed in R.C. Section 2151.86(C).

Attachment O

Transportation Authorization Orders

<u>Field</u>	<u>Datatype</u>	<u>Description</u>
TRIP CATEGORY	Varchar2 (15)	Derived from Purpose (PRS, PRS CS, MEDICAL, DAY TREATMENT, NET CS)
TRIP_PURPOSE	Varchar2 (61)	Purpose of Client's Trip
TRIP_DATE	Date (10)	MM/DD/YYYY Trip Date
LAST_NAME	Varchar2 (26)	Client's Last Name
FIRST_NAME	Varchar2 (26)	Client's First Name
APPT_TIME	Varchar2 (10)	HH:MM AM Time of Client's appointment
TRIP_ID	Number (11)	Trip ID
TRIP_LEG_ID	Number (11)	Trip Leg ID
TRIP_STATUS	Varchar2 (61)	Status of trip
SSN	Varchar2 (10)	Client's SSN
CLIENT_PHONE_NO.	Varchar2 (11)	Client's Phone Number
PICKUP_ADDRESS	Varchar2 (99)	Address where client is being picked up May be Client or Provider address
PICKUP_PROVIDER	Varchar2 (61)	Pickup Provider Name if Applicable
DROPOFF_ADDRESS	Varchar2 (99)	Address where client is being dropped off May be Provider or Client address
DROPOFF_PROVIDER	Varchar2 (61)	Drop Off Provider's Name if Applicable
RETURN_TIME	Varchar2 (9)	HH:MM AM Time the client returned from trip
MOBILITY_AIDE	Varchar2 (27)	Client's Mobility Aide
NO_RIDERS	Number (5)	Number of riders for trip
WORKER_NAME	Varchar2 (41)	HCJFS Workers first/last name
MONITOR	Varchar2 (7)	NEEDED, MALE or FEMALE (null = no monitor)
AUTH_LAST_NAME	Varchar2 (26)	authorized representative Last Name
AUTH_FIRST_NAME	Varchar2 (26)	authorized representative First Name
COMMENTS	Varchar2 (201)	Comments regarding trip.
LAST_UPDATE_DATE	date/time	MM/DD/YYYY HH:MM:SS PM

Invoice Details

<u>Field</u>	<u>Datatype</u>	<u>Description</u>
TRIP_ID	Number (10)	Trip ID
TRIP_LEG_ID	Number (10)	Trip Leg ID
FINAL_TRIP_STATUS	Number (10)	3=no show 9=completed 2=canceled
COST	Currency (4,2)	9999.99 Vendors charge for the trip

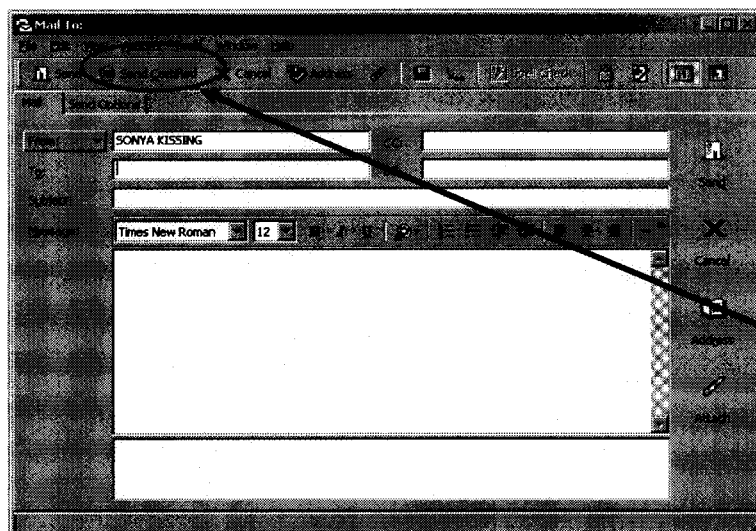
Sending Encrypted Email

Quick Reference Card

For technical assistance call:
Computer Support 946-1900



The GroupWise New Mail Window



Sending Secure Email

Compose the new e-mail by filling out the addressing information, subject information, and message body.

Do not place any sensitive information in the "Subject" line as this information is not hidden from others during storage or delivery to the recipient.

After composing the e-mail, click the "Send Certified" button, located directly to the right of the "Send" button, and just to the left of the "Cancel" button.

After clicking Send Certified, the "To" field will change to: "CertifiedMail" <cm@mailcmd.odjfs.state.oh.us> <"CertifiedMail"<cm@mailcmd.odjfs.state.oh.us>>.

The recipient of your email will receive notice from the State website that they have certified mail from you and instructions on how to retrieve that email.

What is CertifiedMail?

CertifiedMail is a software product developed by CertifiedMail, Inc. The product provides a secure transport mechanism between HCJFS and the public for exchanging electronic-mail including file attachments.

Why is CertifiedMail needed?

Due to increased regulatory requirements and the ever-increasing need to securely and efficiently communicate information using electronic-mail, a mechanism to secure this type of information as it travels between HCJFS and public recipients over the Internet was required.

When do I use CertifiedMail?

When sending any personal information, including information contained in an email or information contained within a file attachment, over the Internet to an external recipient (i.e., someone outside of HCJFS)

How do I install the CertifiedMail "Send Certified" button into GroupWise?

You do not have to do anything, I.S. will have GroupWise re-installed. The "Send Certified" button will appear on all new mail.

How do I determine what type of information needs to be sent using CertifiedMail?

Speak with your supervisor if you have any question about what type of information should be secured.. Essentially, any confidential or sensitive information should be and must be secured using CertifiedMail when sending it to a recipient outside of the agency. Violations of state and federal regulations, which require our agency to secure sensitive and confidential electronic information, include fines and possible imprisonment.

I thought Novell GroupWise e-mail was secure, it isn't?

E-mails including file attachments sent within the HCJFS GroupWise system are secure. Confidentiality and integrity of GroupWise email occurs as long as it stays within the HCJFS GroupWise environment. Forwarding e-mails outside to an external recipient (someone outside of HCJFS) or archiving the email to a local file-system such as a CD, a USB drive, or a local hard-drive has the potential to compromise the information's confidentiality and integrity.

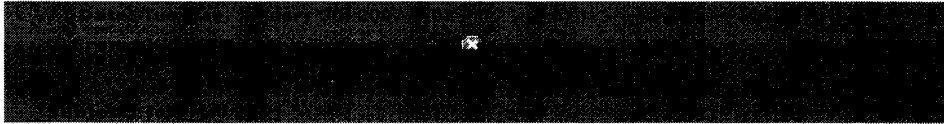
Key Strokes

Open a New Mail Message	<Ctrl> + <M>
Print Current View	<Ctrl> + <P>
Delete	<Delete>
Undo	<Ctrl> + <Z>
Help	<F1>
Check Spelling	<Ctrl> + <F1>
Cut	<Ctrl> + <X>
Copy	<Ctrl> + <C>
Paste	<Ctrl> + <V>
Find	<Ctrl> + <F>
Select All	<Ctrl> + <A>
Go to today's date	<Ctrl> + <G>

Attachment P

What is the process for retrieving a secure e-mail?

An email message is received from the state giving directions on how to retrieve certified mail:



KISSIS@ifs.hamilton-co.org has created a secure e-mail message for you at:

<https://mailcms.odifs.state.oh.us/r.aspx?b=164p=WU9V>

To access your message, simply follow these steps:

1. Click on the above link.
2. Type skissing@fuse.net for your Login ID and click Next. You will then be prompted to create a password to protect your account.
3. Access your Inbox to view your message

If you need help, please send an e-mail to certifiedmail_support@odifs.state.oh.us.

Message Details:

Subject: Test Mail 2

From: KISSIS@ifs.hamilton-co.org

To: skissing@fuse.net

Created: 1/30/2007 3:02:02 PM (EST)

Expires: 2/13/2007 3:02:02 PM (EST)

(c) 1996-2006 CertifiedMail.com Inc., All Rights Reserved.

Once on the State Website the recipient enters their email address and creates a password.



[Home](#)

Secure Message Pickup (Step 1 of 2)

To access your important CertifiedMail message, please enter your email address below and click next.

▼ Email Address (the email address your message notification was sent to)



Powered by CertifiedMail



[Home](#)

Secure Message Pickup (Step 2 of 2)

Simply create a password to protect your account.

▼ Create a Password



(Re-enter password to Verify)

Powered by CertifiedMail