

REQUEST FOR PROPOSALS

FOR

**FAMILY CHILDREN'S SERVICES TRANSPORTATION
SERVICES**

RFP KB01-21R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(November 2021)

Deadline for Proposal Registration: December 30, 2021 9AM EST

RFP Conference: December 16, 2021

Location: Microsoft Teams

Due Date for Proposal Submission: January 21, 2022 1:00PM EST

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REQUEST FOR PROPOSAL (RFP) FOR FAMILY & CHILDREN (CHILDREN'S SERVICES) TRANSPORTATION SERVICES

MISSION STATEMENT

We, the staff of the Hamilton County Department of Job & 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 & Family Services (HCJFS) is seeking proposals for the purchase of Transportation Services for Children's Services. The Board of County Commissioners, Hamilton County, Ohio (BOCC) reserves the right to award Contracts for these services to several different Providers and to award Contracts for all or any of portion of the of the services requested herein. The Contract(s) shall be for an initial term of two (2) years ("Initial Term") with two (2) two (2) year renewal options ("Optional Renewal Terms") at the sole discretion of HCJFS.

If at any time during the Initial Term or any Optional Renewal Term, HCJFS determines that service capacity needs to be expanded HCJFS may re-release this RFP. Any contracts awarded from a re-issued RFP(s) will expire at the same time as the contracts awarded under the initial RFP. All proposals submitted as a part of a re-released RFP will be subject to and evaluated based upon the same criteria set forth in the initial RFP (plus any addenda issued as a part of the initial RFP).

Provider agrees that if selected by HCJFS under this RFP or any re-released RFP and if requested by HCJFS, that it will enter into an extension of the Contract for up to 180 days following the expiration of the term then in effect under the current terms, conditions and prices applicable at that point in time. This will allow HCJFS to make a seamless transition to any new Provider and mitigate negative impact for customers.

1.2 Scope of Service

Participating families are involved with Children's Services for a number of reasons. Given their involvement with Children's Services, children and adults may exhibit issues or conditions that must be factored into the transportation plans. Transportation is for any person with a current and open Children's Services case and the placement providers for those families in limited exceptional circumstances. Consumers may include newborns through adulthood, a minor child traveling alone, sibling sets, or adults traveling with or without minor Consumers. Most consumers are children traveling alone or in sibling sets. Placement providers may utilize transportation when traveling with large sibling sets (more than two children). The goal of this service is to provide safe, timely, effective transportation. Trip-leg authorizations will include consumers in receipt of case plan services related to mental health and drug and alcohol abuse evaluation and treatment, visitation, parenting, fingerprinting, kinship and independent living services with a broad set of destinations including court, a community service provider, home and community visit locations, HCJFS, the Sheriff's office, court and similar sites. Trips can be authorized within the current month as long as the two-business day rule is met. Trip leg (s) are authorized any time after the 20th of the previous month for the current month. Trip authorizations are limited to a calendar month. Trip requests come to HCJFS via paper/electronic submissions. All authorized trips are entered into the HCJFS transportation database and put out on a secure server with three data load transfers available per day. The majority of authorizations are done with a two-business day notice and many are authorized on a monthly basis. Trip-leg authorizations will also include time limited transport to school during transportation transitions due to relocations and summer camp for no more than three (3) weeks or as determined by HCJFS.

Transportation services under this contract will be delivered primarily in Hamilton County, OH with some locations served in counties that are 125 + miles outside of Hamilton County.

Requirements for Transportation for Children's Services consumers:

The Provider understands and agrees that the following are applicable to the services described herein:

1. Provider shall schedule, coordinate and monitor the transportation based on the authorization from HCJFS. HCJFS shall provide the Provider with trip specific service authorizations, based upon requests received by HCJFS from the designated parties (Children's Services caseworkers and external authorized requestors). The authorization will be made electronically and encrypted to the Provider, who shall then provide the service.
2. Provider coordination of all transports shall be provided in a manner to be most cost efficient while addressing the Consumer(s)'s medical, physical, custodial, psychiatric and timeliness needs.
3. Provider shall coordinate transportation trips to both optimize efficiency and consumer safety in a manner that results in prompt response time. Provider shall continuously review and compare actual service results, implementing changes as necessary to improve transportation services.
4. Provider will be required to maintain full accountability of minor Consumer(s) being served. The employees of the Provider shall be sensitive to the care and needs of all Consumer(s). A protected and secure environment must be maintained at all times.
5. Provider must supply the consumer/requestor of service with a local cell phone number or agency number so they can call and advise that the consumer is ready for pick-up after the service or appointment's conclusion or to cancel previously scheduled transportation. Voice mail must also be provided.
6. Provider shall develop and implement policies and procedures to detail all aspects of managing and delivering transportation services that are requested herein, including but not limited to transportation scheduling, transportation services, invoicing, complaint/incident report and follow up, employee requirements, Consumer management and vehicle management. All policies and procedures shall be compiled in a manual format and shall be available to HCJFS on March 30, 2022.
7. Provider shall maintain, locally, all service-related records for a minimum of six (6) years, unless otherwise instructed by HCJFS. All Provider records shall be made available for review upon request in Cincinnati either electronically (scanned or original electronic record) and in hard copy.

8. Provider shall maintain daily trip sheets or a similar electronic record verifying that services were provided. Minimum information requirements include, but are not limited to, printed Consumer name, Consumer signature or authorized adult at drop off for minors, pick-up, and drop off location, pick-up and drop-off times, and driver's printed name and signature. If at any time, HCJFS discovers it has paid for a trip and that the minimum required information is not completed on the trip log, HCJFS can either withhold the amount paid for such trip from amounts due Provider or require Provider to reimburse HCJFS for such trip.
9. HCJFS authorized consumer requests will normally be made at least two (2) business days prior to the trip date. Some exceptional trip requests may be made with less than a two (2) day notice.
10. Transportation is door to door service for minor consumers. Minors may travel alone or with sibling groups. Minors may not be transported together unless they are in a sibling group. The driver acts as both the driver and monitor whether only one minor Consumer, or a sibling set, is transported.
11. There must be no physical/verbal use of force to insist any consumer will be transported to an appointment.
12. All authorized drop off locations must have a pre-authorized adult to receive unaccompanied minor Consumer(s).
13. To maintain a protected and secure environment during said transport, either the driver or monitor must physically accompany minor Consumer from the location to the vehicle. They must also accompany the minor Consumer from the vehicle to the authorized location and wait with the minor Consumer until a pre-authorized adult is ready to receive the minor Consumer. The driver/ monitor is required to ask for identification (ID) whenever he/she delivers a minor Consumer to the designated location. The ID submitted must match the name of the pre-authorized adult on the request for transportation.
14. Visitation locations require waiting up to fifteen (15) minutes after the appointment start time to ensure the visit will occur and to release the minor Consumer from the custody of the driver. If the appointment is cancelled, the driver must make phone contact with the authorized drop off location and immediately route the minor Consumer to the location designated in the authorized return trip.

15. At the end of the appointment, the Consumer should wait no more than twenty (20) minutes after the Provider is called for pick up from the appointment. The majority of appointments will have a designated return time. The return trip may only be made to the pre-authorized drop off location.
16. Provider must ensure, unless authorized by HCJFS, a consumer will not ride in transportation vehicles during any one-way transport leg for more than seventy-five (75) minutes while traveling to or from the authorized destination. Exceptions include an authorized trip in excess of 125 mile radius and authorized alternate drop off for a minor with no responsible adult at home.
17. Provider cannot refuse service for authorized consumers who fall within the scope of the contract, but HCJFS may ban consumers for reasons related to behavior or needs in excess of available service. Provider shall defer to HCJFS on any rejection of requests for service for Consumers in cases of disruptive behavior. Attachment H: Transportation Services Procedure Memo (TSPM) 002 Transportation Incident Reports/Behavioral Suspensions and Attachment I: HCJFS 3303, Transportation Incident Report.
18. Standards exist for consumers who utilize transportation arranged by HCJFS. Failure of a consumer to abide by the standards may result in downgrade of services including suspension of transportation cab/van services by the Transportation Services Supervisor. If contacted by the media or any other Provider about this contract, Provider agrees to notify the designated Supervisor or Section Chief in lieu of responding immediately to media or other Provider queries.

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. In 2016 – 2017 HCJFS Children’s Services served at any point in time an average of 127 unduplicated Children’s Services consumers or 577 trip legs monthly with a trip-leg rate of \$31.10. It is anticipated that HCJFS will procure services for approximately 150 Children’s Services consumers monthly during the Initial Term. The service level described herein is for information purposes only and is HCJFS’ best estimate as to the number of customers that it will serve during the Initial Term. Provider understands that HCJFS is not making any guarantees or assurances as to the quantity of services it will purchase under the Contract.

Transportation requests for Children's Services consumers originate with HCJFS Children's Services staff or HCJFS external authorized requestors providing Children's Services case plan services. All requests flow through, and are authorized by, designated HCJFS staff.

1.2.2 Service Components

1. Provider shall have a toll free telephone number accessible and answered 6:00 A.M. through 11:00 P.M. seven (7) days per week for consumers to call. Provider shall be available to provide transportation services 5:00 A.M. through 12:00 A.M., seven (7) days a week.
2. Provider shall dedicate an employee(s) to respond to non-medical emergencies (car trouble, accidents, etc.) and communicate emergency information to HCJFS' transportation management, parents/caregivers, Children's Services, and child care facilities.
3. For those individuals that require it, Provider shall transport individuals in folding wheelchairs, who can independently transfer from such wheelchair to the vehicle. Provider shall supply drivers who shall fold and store the wheelchair and provide minimal assistance (i.e. opening/closing the vehicle door and providing a step stool, when necessary).
4. For appointments with established return times, set at the point of authorization with HCJFS, the required response time is within a twenty (20) minute window around the return time. Due to the nature of the appointments, the expectation is that the majority of return trips will have a scheduled return time. For the unscheduled "will call" pickups, the Provider shall ensure a response time of no more than thirty (30) minutes from the receipt of the call from the consumer and the vehicle arriving at the designated pickup location.
5. Based on the age, height and weight of the minor consumers transported, the Provider shall have vehicles equipped in accordance with all federal, state, local laws, rules and regulations when transporting (i.e., car seats, booster seats, etc.)
6. Provider 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.
7. Only HCJFS Children's Services Consumers may be transported in any given vehicle and the Provider shall not combine trips with persons from any other sources, including HCJFS.

When no pre-authorized adult is home for the drop-off of a Consumer under the age 18, and the pre-authorized adult does not answer the phone, the Provider shall follow Attachment J – Transportation Services Procedure Memo (TSPM) 011: No Responsible Party Home.

8. Due to the mandated nature of certain transports for appointments, the Provider shall transport consumers in inclement weather, unless a jurisdiction in which the Consumer will travel has a Level 2 Snow Emergency. The Provider shall coordinate with schools and facilities, as needed, in cases where those facilities may be closed because of weather or other conditions. Provider shall arrive at the consumers' originating pick-up location in time for them to be at their appointments and destinations on time, as scheduled.
9. Minor Consumer(s) from the same family, riding to and from appointments together, shall have only one driver/monitor to accompany them to and from the appointment. This includes physically assuming responsibility at the designated pick up point and escorting unaccompanied minor Consumer(s) to the point of release for appointments of an authorized pre-authorized adult, and maintaining complete awareness and vigilance of minor Consumer activity.
10. Once the minor Consumer(s) arrive at the designated appointment, the driver/monitor is to release the minor Consumer(s) only to the pre-authorized adults, at the designated appointment location. Upon appointment completion, the Provider will be required to pick-up the minor Consumer(s) for transport.
11. The monitor will escort the minor Consumer(s) from the appointment location and return the minor Consumer(s) to the designated drop off location. The monitor will release the minor Consumer(s) to the pre-authorized adult.

1.2.3 Incidents

1. Provider shall verbally contact the designated HCJFS Supervisor within one (1) hour of the occurrence of a critical incident. A critical incident includes, but is not limited to, no pre-authorized adult at home, vehicle accident, trauma or injury, danger to life or limb, death and/or medical involvement or an incident or event which may result in media involvement by HCJFS. Please see Attachment H for a full listing of critical incidents. If the HCJFS Supervisor is unavailable, the Provider shall contact the supervising HCJFS

Section Chief. In addition, the Provider shall forward a written incident report within twenty-four (24) hours via e-mail. If a review of the available reports determines that additional information for proper and meaningful analysis is required, HCJFS shall conduct timely follow-up with the Provider.

2. Provider shall e-mail any non-critical incident reports within twenty four (24) hours of the actual incident to designated HCJFS Supervisor. The report shall detail what occurred, staff involved, outcome, and resolution. Reports that are purely informational and do not require intervention or follow-up shall be labeled "FYI."

1.2.4 Complaint Resolution

As the overwhelming majority of the consumers are children, the complaint process will capture performance under this contract. Complaints may be received from the requesting HCJFS staff or external vendors, and adult Consumers and or parents/guardians and placement providers of Consumers.

Provider is required to:

1. Have a Complaint Management process, establishing response and resolution expectations for all complaints received by Provider via e-mail or phone. The expectation is that medical providers and facilities that act as requestors of service will follow the e-mail complaint process outlined in Attachment K: Transportation Services Procedure Memo 016 C – Transportation Services Complaint Process. Adult Consumers may prefer to utilize the phone process;
2. Designate an employee who is responsible for managing all Consumer complaints. This individual is to facilitate the resolution of complaints regarding Provider's services and refer to HCJFS those involving authorizations or other HCJFS responsibilities;
3. Provide large typed signs in all vehicles that explain the Consumer complaint process in clear and easy-to-understand language, also incorporating Limited English Proficiency (LEP) and other needs of Consumers, and contact information for Consumers to address a complaint;
4. Ensure the above contact person, or someone providing coverage for this person, is available by phone during HCJFS business hours (M-F / 7:30 a.m. – 4:30 p.m.);

5. Provider will track complaints by Consumer and type of complaint. Provider will individually address and document the resolution of each complaint and maintain information in an appropriate database or spreadsheet.
6. Provider will analyze and use information from the complaint database to increase service and decrease complaints; and make the data available to HCJFS within five (5) days of a request from HCJFS and /or the end of each month, depending on which occurs first;
7. Excellent Consumer service is a priority. HCJFS reserves the right to implement a performance improvement plan as a result of multiple complaints concerning service delivery; and
8. Provider shall send weekly, monthly and ad hoc (as requested) complaint reports to HCJFS.

A. Criminal Record Check and Fingerprint-Based Checks

Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for services delivered to consumers. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and every year thereafter. In addition to request to the Bureau of Criminal Identification and Investigation ("BCII"), Provider shall also obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual assigned to work with Consumers. When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment or employment, it may include a request that

the BCII obtain information from the Federal Bureau of Investigation as part of the criminal record check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal record check.

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal record check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

Provider shall obtain a signed release of information, in the form attached hereto and incorporated herein as Attachment I. Provider shall allow inspection and audit of the above criminal records' transcripts, fingerprint-based checks, or reports by Agency or a private vendor hired by Agency to conduct compliance reviews on its behalf.

B. Requirements for the Transportation of Consumers

Any individual transporting Consumers shall possess the following qualifications:

1. Prior to allowing an individual to transport a Consumer, an initial satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence must be obtained;
2. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the provider conducts its business) and, if applicable, from the individual's state of residence; and
3. Maintenance of a current and valid driver's license.

Provider must, at all times, comply with Ohio's Child Passenger Safety Law as set forth in Ohio Revised Code 4511.81 while transporting any Consumer. In this same regard, no Consumer that that is required to have a seat restraint can be transported by Provider until such requirement is met.

In addition to the requirements set forth above, Provider will not permit any individual to transport a Consumer if:

1. the individual has a condition which would affect safe operation of a motor vehicle;
 2. the individual has six (6) or more points on his/her driver's license; or
 3. the individual has been convicted of driving while under the influence of alcohol or drugs.
- C. Provider 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.
- D. Except as provided in Section I below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1) and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- E. Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers. Instructions and guidance on how to obtain this clearance can be found at <https://jfs.ohio.gov/ocf/childprotectiveservices.stm>.
- F. All completed and documented checks shall be maintained in the employee file.
1. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment I - Release of Personnel Records and Criminal Record Check to

allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.

2. Provider shall not assign any individual to work, volunteer with or transport consumers until a Central Registry report has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired

G. Rehabilitation

Notwithstanding the above, Provider may make a request to HCJFS to utilize an individual if Provider believes the individual has met the rehabilitative standards of Ohio Administrative Code Section 5101 as follows:

1. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
2. If Provider is seeking rehabilitation for any other individual serving Consumers, Provider must provide written verification from the individual that the rehabilitative conditions of OAC 5101:2-5-09 have been met.

HCJFS will review the facts presented and may allow the individual to work with, volunteer with or transport HCJFS Consumers on a case-by-case basis. It is HCJFS's sole discretion whether to permit a rehabilitated individual to work with, volunteer with or transport HCJFS Consumers.

1.3 Employee Qualifications

Provider shall ensure that any employee who shall have direct contact with customers under the terms of this Contract will meet the following qualifications:

1. **Citizenship:** All employees shall be citizens of the United States of America or documented persons who were lawfully admitted for permanent residence. The Provider and its sub-contractors understand that the U.S. Citizenship and Immigrations Services require that all

U.S. employers must complete and retain a Form I-9 for each individual that they hire for employment in the United States (including citizens and non-citizens). Provider and its sub-contractors further understand that the form requires them, as the employers, to examine the employment eligibility and identity document(s) that an employee presents to determine whether the document(s) reasonably appear to be genuine and relate to the individual and to record the document information on the Form I-9.

2. **Work History:** All 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.
3. **Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86 and will complete all required criminal record checks with respect to any person under final consideration for appointment or employment as a person responsible for services delivered to consumers. Provider shall perform all criminal record checks consistent with the provisions ORC 2151.86 at the time of initial application for appointment or employment and every year thereafter. In addition to request to the Bureau of Criminal Identification and Investigation ("BCII"), Provider shall also obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff's Office (or appropriate local Police and Sheriff's Offices) and any additional law enforcement or police department necessary to conduct a complete criminal record check of each individual assigned to work with Consumers. When a request is made to the BCII at the time of initial application for appointment or employment, it shall include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal records check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal records check. In all other cases, when a request is made to the BCII at the time of initial application for appointment or employment, it may include a request that the BCII obtain information from the Federal Bureau of Investigation as part of the criminal record check, including fingerprint-based checks of national crime information databases as described in 42 USC 671, for the person subject to the criminal record check.

Provider shall provide all persons who are subject to a criminal record check a copy of the form prescribed pursuant to ORC 109.572(C)(1) and a copy of an impression sheet prescribed pursuant to ORC 109.572(C)(2). Provider shall obtain and forward the completed form and impression sheet to the BCII at the time the criminal record check is requested. Provider agrees to comply with requirements of ORC 2151.86 in relation to all persons requested to complete the form and impression sheet described in ORC 109.572.

4. **Individuals Who Have Been Convicted:** Individuals who have been convicted of or plead guilty to any violation of any of the laws contained in the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 as confirmed by the Ohio Attorney General BCII/FBI check shall not come into contact with HCJFS' Consumers. Employers shall not operate a vehicle with a Consumer as a passenger if:
 - a. Safe Driving: If individual has a condition which would affect safe operation of a motor vehicle;
 - b. Driving Records: If individual has six (6) or more points on his or her driver's license, or the individual has been convicted of driving while under the influence of alcohol and/or drugs. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1).
5. **An Individual Who has a Public Children's Services Agency (PCSA) History:** HCJFS may request that the Provider not use an employee or prospective employee as a driver or a monitor based on confidential information known to HCJFS. An employee or prospective employee may not have a history of substantiated abuse or neglect in the Central Registry. No driver or monitor shall be permitted to transport or accompany Consumers prior to passing a screening of the Central Registry.
6. **Central Registry Report:** Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers.

All completed and documented checks shall be in the employee file.

 - a. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow

inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.

- b. Provider shall not assign any individual to work with or transport consumers until a Central Registry report is obtained. A Central Registry report must be dated within six (6) months of the employee start date.

7. **Qualifications:** All individuals who will be performing the tasks of a driver or monitor are expected to operate a vehicle and monitor Consumers and have the following:

- a. A valid and current driver's license.
- b. an annual satisfactory Bureau of Motor Vehicle ("BMV") transcript from the State of Ohio:
an annual satisfactory BMV transcript from the individual's state of residence
- c. Be at least twenty-one (21) years of age and have a history that demonstrates the ability, maturity and sensitivity to care for abused and neglected children.
- d. Meets the requirements of the Ohio Revised Code or the Ohio Administrative Code, as applicable for Driver's Licensing commensurate with the type of vehicle being driven.
- e. Have an employee picture ID issued by Provider (displaying Provider's name) when providing HCJFS transportation. The identification must be clearly visible and displayed at all times.
- f. Be trained and have competence in using appropriate safety restraints (i.e., car seats, booster seats, safety belts, etc.) as required by law. Provider must maintain and document a regularly scheduled training for drivers, monitors and dispatchers. Training must include, but not be limited to, appropriate customer service, passenger assistance, and emergency procedures.

8. Employee Confidential Information:

HCJFS may request that the Provider not use an employee or prospective employee based on confidential Children's Services information known to HCJFS. To this end, Provider shall provide to HCJFS the name and social security number of all individuals having direct

contact with customers prior to providing services. Provider shall not use an employee or prospective employee unless approved by HCJFS.

1.3.1 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 the transportation of Consumers. All vehicles utilized in transporting HCJFS Consumers shall not be over six (6) years old, or with mileage greater than 100,000. All vehicles used shall be operated and maintained in a safe manner and in conformance with federal, state, local laws, rules and regulations. Vehicles must be maintained in accordance with manufacturer's specifications. In addition, the interior and exterior of each vehicle will be cleaned weekly and be free of debris, smoke –free and fragrance-free.

To comply with confidentiality requirements, nothing may be displayed on the vehicle that implies that Children's Services Consumers are being transported. In this same regard, the Provider's business may not imply that Children's Services Consumers are being transported.

The vehicle license number, Provider's toll-free and local phone number shall be prominently displayed on the interior of each vehicle. This information and the complaint procedures shall be clearly visible and available in written format in each vehicle for distribution.

For the purpose of responding quickly to emergency situations, Provider agrees to equip each vehicle with a first aid kit, a blood borne pathogen kit, a device designed for cutting restraint straps should an emergency evacuation be necessary, and a 2-way radio or cell phone which can cover all Hamilton County and anywhere within a 200-mile radius of downtown Cincinnati, Ohio.

HCJFS reserves the right to randomly inspect any vehicle used by Provider for transporting Consumers at any time and without prior notice to the Provider and its sub-contractors. HCJFS reserves the right to randomly ride in any vehicle used by Provider or any sub-contractor to monitor the safety of the vehicle and the quality-of-service delivery.

In providing this service, the Provider agrees to do so in complete compliance with federal, state and local laws, rules and regulations and the policies of HCJFS.

It is preferred that the Provider utilize cameras in vehicles involving the transportation of minors so as to provide documentation to resolve complaints and incident reports. Cameras must be

front mounted, with a 360 degree view, a continuous loop, the ability to view the driver, any monitor(s), Consumer(s) and have capacity for storage which allows HCJFS to review video of an incident and/or preserve for possible court action. Files should be uploaded to a secure server when storage space on the camera reaches capacity. If a file is preserved for a court case, the files will be stored indefinitely. Any data written to the database, not deemed significant will be stored for a minimum of 100 days. Any data deemed significant must be deleted only on the authorization of HCJFS.

Provider's use of a vehicle camera shall be prominently displayed on the interior or exterior of the vehicle.

For transports involving minors, a policy must be in place regarding the use of personal electronics. It is the preference of HCJFS that the personal use of personal electronics is prohibited by drivers, monitors and Consumer(s).

- A. Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Vendors - Providers must not award contracts, renew contracts or expend any federal grant funds to purchase or obtain equipment or services that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity

owned or controlled by, or otherwise connected to, the government of a covered foreign country.

1.3.2 Technology Requirements

It is expected that the following will be the Technology Requirements for the services described herein. HCJFS reserves the right to change such requirements to the extent that it deems it necessary or appropriate.

A secured FTP site for data transfer will be provided for Provider to schedule transportation for Consumers. Providers must demonstrate capacity to comply with the following technical requirements:

1. Providers must have Internet access.
2. Transportation Providers run Internet Explorer v 9 or newer or Firefox v 33.1.1 or newer to browse the internet.
3. Providers must have JavaScript enabled on their Internet browser.
4. Providers will not be able to update data in the HCJFS application, but will be able to do inquiries only.
5. Providers must identify all staff who must have access to the web based application to receive login permission and ID's. The Provider will be required to notify HCJFS when an employee no longer requires access (i.e. termination, change of responsibilities).
6. HCJFS will assign the Provider an account on HCJFS' secure ftp file server. Provider must use this account to submit any file transfers to HCJFS. Provider must obtain and use a secure ftp client (i.e. ASCII). There are free secure ftp clients, such as ASCII File, that are downloadable from the Internet. This transfer method will maintain a standard of 128 bit encryption for submission of all confidential information.
7. Providers must submit a monthly invoice to the HCJFS STFP site on a monthly basis which provides the billing detail in Attachment K. All invoices or any other electronically submitted reports are to be in ASCII File as outlined in the Attachment K.

8. Any system used by Provider to collect information about the services delivered to Consumers for reporting and invoicing purposes to HCJFS must include at a minimum the following for each leg of the trip:
 - a. Trip ID – unique identifier for each trip leg;
 - b. Consumer ID (provided from website interface);
 - c. Consumer First Name;
 - d. Consumer Last Name;
 - e. Trip Date; and
 - f. Trip Leg Time.
9. Provider may be required to attend training or technical briefings in regards to HCJFS data updates or upgrades.

1.4 Reporting Requirements

Provider shall provide HCJFS with the reports specified below. Report formats may include paper reports or electronic data files. Provider shall provide additional reports or make revisions in the data elements or format upon the request of HCJFS, without additional charge to HCJFS and without a contract amendment. Upon request of HCJFS, the Provider shall supply the underlying data to support any report submitted. All data shall be in an electronic file format, approved by HCJFS. HCJFS may add, substitute or eliminate reports to be submitted without additional charge to HCJFS and without a contract amendment.

1.4.1 Monthly Staffing Report

The Monthly Staffing Report (Staffing Report) shall be due no later than the 15th day of the month following the service month. The Staffing Report shall provide the total number of drivers/monitors currently providing service under this contract.

1.4.2 Records of Vehicle Inspection

(Requirements set forth in Section 1.3.1.) The Vehicle Inspection Report (Vehicle Report) shall be due no later than the 15th day of the month following the service month. The Vehicle Report shall include records of all vehicle inspections performed during the service

month. The Vehicle Report shall include the make, model, year, license plate number, vehicle identification number, inspection sticker date, Provider's inspection form, and whether the vehicle passed the inspection.

1.4.3 No Show Reports

No Show Reports will be submitted on a weekly basis. These reports will be submitted the first business day of the week following the service week. No Show Reports will be generated by facility/location for transports to locations in which a facility requests transportation on behalf of the consumer. Unless otherwise requested by HCJFS, a monthly report will be due on the 15th of the month following the service month. The No Show reports will provide the facility name, consumer's name, appointment date, established pick up time and street number and street name. All information will be at the trip leg level. No Show Reports will include cancellations which occur at the time of pick-up or within the time period set for cancellations.

1.4.4 Employee Release of Personnel Information, Central Registry, Criminal Record and Bureau of Motor Vehicle ("BMV")

Upon execution of the contract, Provider shall provide the HCJFS contract Specialist with an electronic report comprised of a complete roster of all drivers and monitors, along with copies of their Employee Release of Personnel Information, Criminal Record and Bureau of Motor Transcript.

Additionally, Provider will provide the HCJFS Contract Specialist with a quarterly electronic report comprised of a complete roster of all newly hired drivers and monitors.

2.0 PROVIDER PROPOSAL

It is required all proposals be submitted in the format as described in this section.

A. Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Each submission must have one signed original proposal and five (5) copies.

- One of the five (5) copies must be submitted as single-sided.
- Each proposal must be written in twelve (12) point font.

B. Electronic Requirements

- Budget in unlocked Excel format.
- Original proposal on a CD or flash drive in a pdf format and the pages must be numbered from 1 - 300

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

C. Proposal Organization

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 2.2.1 – Program Components
- Section 2.3 – Budgets and Cost Considerations
- Section 2.4 - Customer References
- Section 2.5 - Personnel Qualifications
- Section 2.6 Financial Documentation
- Section 2.7 Declaration of Property Tax Delinquency
- Section 2.8 Original Proposal Documents

2.1 Cover Sheet

Each Provider must complete the Cover Sheet, Attachment A, and include such in its proposal. The Cover Sheet must be signed by an authorized representative of the Provider 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. All unsigned proposals will be rejected.

The Cover Sheet must also include the proposed Unit Rate(s) for each service Provider is proposing for Contract Years March 1, 2022 through February 28, 2024 , March 1, 2024 through February 28, 2026 and March 1, 2026 through February 28, 2028 (make sure to include the request for rates for the original Contract period and renewal periods). These Unit Rate(s) must be supported by the Budget.

2.2 Service and Business Deliverables

Provider 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. Provider must describe in detail all information set forth in Section 2.2.1 Program Components and Section 2.8.B System and Fiscal Administration Components:

2.2.1 Program Components

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

1. Describe how your organization will be fully operational and in compliance with the scope of service and other requirements as specified in this RFP. Describe the population you currently serve and your history and experience. Include details about the type of vehicles to be utilized and number of staff that will necessary, for example drivers, administrative staff, etc..

Provider's Response:

2. Describe how your organization will provide comprehensive current records on site in Cincinnati encompassing all service delivery, eligibility, daily log sheets and compliance verifications and process for storing hard copy, electronic, or imaged documents.

Provider's Response:

3. Describe how your organization will provide a toll free telephone number accessible 6:00 A.M – 11:00 P.M., seven (7) days per week, for consumers, and HCJFS staff to call and the

personnel to answer the toll free telephone number. Provide voice mail outside these business hours.

Provider's Response:

4. Describe how your organization will coordinate all transports in a manner that will be most cost efficient and appropriate to consumer needs.

Provider's Response:

5. Describe how your organization will coordinate and monitor the transportation, including last minute changes to the current trip, a newly authorized trip, as well as your organization's ability to have transportation available for consumers 5:00 AM-12:00 AM, seven (7) days a week regardless of holidays or inclement weather.

Provider's Response:

6. Describe how your organization will handle language barriers.

Provider's Response:

7. Describe how your organization will maintain adequate capacity for service provision and submit a fleet inventory defining the number of vehicles you have access to with critical vehicles, and other pertinent information for the provision of safe, efficient transportation for HCJFS consumers.

Provider's Response:

8. Describe how your organization will ensure appropriately skilled drivers, monitors and dispatchers, etc. by detailing the training policy for driver, monitors, dispatchers. Reference Section 1.3 Employee Qualifications.

Provider's Response:

9. Describe your experience, and or your ability, to maintain the confidentiality of consumer information and to exchange consumer data with HCJFS via secure and encrypted Certified Mail e-mail.

Provider's Response:

10. Describe your organization's ability to attend trainings/briefings regarding technical requirements as needed.

Provider's Response:

11. Describe your organization's ability to provide internet access and secure ftp consumer that will be utilized or the transfer of confidential consumer information.

Provider's Response:

12. Describe how your organization will ensure proper training and consistent use of car seats with all Consumers, as required by Ohio law.

Provider's Response:

13. Provide draft policies and procedures to detail all aspects of managing and delivering transportation services that are requested herein, including but not limited to transportation scheduling, complaint/incident report and follow up, and vehicle management.

Provider's Response:

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately March 1, 2022. Provider must submit a Budget and a calculation of the *Unit Rate* for the initial Contract term, as well as the two year renewal period, that Provider understands will be used to compensate Provider for services provided Budgets and *Unit Rates* must be submitted in the form provided as Attachment?. Contracts will be written for the Initial Term of March 1, 2022 through February 28, 2024 and First Renewal Term of March 1, 2024 through

February 28, 2026, and Second Renewal Term of March 1, 2026 through February 28, 2028

- B. Provider 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. *Drivers;*
 2. *Monitors; and*
 3. *Other direct services needed to accurately calculate the cost of a unit of Service (the "Unit Rate"), e.g. insurance, consumable supplies), administration.*

The *Unit Rate* for each service proposed for each Contract term/year must be listed on the Cover Sheet, Attachment A.

- C. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
- D. Provider must take note that "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07, if Provider is a for-profit organization.
- E. For the purposes of this RFP, "unallowable" program costs (detailed list is located in 2 CFR Part 200 Subpart E) 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(c)(3) of the Internal Revenue Code.

If there is a dispute regarding whether a certain item of cost is allowable, HCJFS' decision is final.

F. Invoices

Provider shall submit a monthly invoice to the HCJFS F & C Supervisor on a per-person, per-leg (one-way) basis. There shall be no additional recompense for companions riding with children or adults or no shows.

Original invoices for the service shall be sent according to Section 1.3.3 Technology Requirements and payment process will be as follows:

1. Provider shall submit a separate invoice for each service month. HCJFS reserves the right to not make payment for any invoice, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month.
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), above of this Section for re-submission of an invoice unless such delay is caused solely by HCJFS.
3. For accurate invoices that are received timely, HCJFS will use its best efforts to make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of the contract.
4. Each invoice shall include a signed cover sheet with the Provider's name and address, invoice date, invoice number, billing period information, population identification, dollar amount due for each date of the billing period and the total dollar amount due for the billing period.

G. Profit Margin

Provider must identify profit in a specific line item in the Budget. Profit earned/loss shall be reported monthly on each invoice.

An electronic Budget file in Excel format is on HCJFS website. All Providers submitting a proposal shall include a hard copy of the Budget in the proposal and also submit the required Budgets electronically in Excel format to the contact person identified in Section 3.2. If Provider is unable to submit an electronic copy of the Budget, Provider shall include a statement in the budget narrative explaining the reason.

2.4 Customer References

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

2.5 Personnel Qualifications

Provider shall submit resumes with the below following information for key personnel who will be working with the program. These positions are General Manager, Dispatch and Administrators Proposed role;

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

Provider's program manager must have a minimum of three (3) years experience as a program manager with a similar program.

It is the proposing agency's responsibility to redact all personal information from resumes. RFPs and all attachments are public documents and are available for general viewing. 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.

2.6 Distinguishing Characteristics

Provider are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the Provider deems they would provide value to the long-term goals of the County. Please state your competitive advantage and ability to meet the terms, conditions and requirements defined in this RFP.

2.7 Financial Documentation

Prior to Contract award, a copy of the most recent independent annual audit report, most recent single audit, if applicable 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, Provider must supply equivalent financial statements certified by Provider to fairly and accurately reflect the Provider's financial status. Provider's failure to provide these documents may result in rejection of the proposal and subsequently a Contract will not be awarded. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

2.8 Declaration of Property Tax Delinquency

After award of a Contract, and prior to the time a Contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the Contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Contract, and no payment shall be made with respect to any Contract to which this section applies unless such statement has been so incorporated as a part thereof.

2.9 Warranty Against An Unresolved Finding

Provider shall complete Attachment E and submit with proposal 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 Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Provider warrants that a finding for recovery has not been issued to Provider by the Ohio Auditor of State. Provider further warrants that Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during the Contract term.

2.10 Proposal Documents

A. The following items are to be attached only to the original proposal:

Ownership, Annual Report, and Licensure

1. 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.
2. Annual Report - A copy of Provider's most recent annual report.

B. The following items are to be attached to the original proposal and all copies:

System and Fiscal Administration Components

1. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
2. Agency/Company History - Provide a brief history of Agency/Company's organization. Include the Agency/Company mission statement and philosophy of service.

3. 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.
 4. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company. In addition, please provide a list of all subsidiaries, affiliated companies, brother/sister companies and any other related companies as well as each company's major line of business.
-
- C. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, Case Managers and Case Management Supervisors. (Tailor these to meet the needs of services being purchased).
 - D. 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 instructor or social worker. Also include forms used to record participant progress.
 - E. 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. QA manual need not be included.
 - F. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.
 - G. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

2.11 Insurance

Provider agrees to purchase and maintain for the term of this Contract the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio.

Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-:

VII. Provider shall purchase the following coverage and minimum limits:

A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent, with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project (ISO CG 25 03 or 25 04), or the general aggregate limit shall be twice the occurrence limit (\$4,000,000). Coverage will include:

1. Additional insured endorsement;
2. Waiver of subrogation;
3. Contractual liability (insured contract);
4. Broad form property damage;
5. Bodily injury;
6. Product and completed operations;
7. Personal and advertising injury;
8. Severability of interests;
9. Joint venture as named insured (if applicable); and
10. Physical abuse and sexual molestation endorsement.

B. Comprehensive business auto liability insurance on any owned, hired and non-owned autos, vehicles, buses and other motor vehicles utilized in the performance of the contract for the direct delivery of transportation (such as, but not limited to

“Consumers”) with combined single loss limits based on the following:

1. 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.
2. Motor vehicle with capacity of greater than 6 occupants, including operator, including Class A Limousines and Class B Limousines, 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 coverage shall include any owned, hired, non-owned autos, vehicles, buses and other motor vehicles utilized in the performance of services under the Contract for the direct delivery of transportation (such as, but not limited to “Consumers”) and provide coverage for Provider’s liability to occupants and claimants.

If under the contract, provision of services is provided to Consumers through use of employees’ privately owned vehicles “POV”, then the Provider’s Business Auto Liability insurance shall sit excess to the employees “POV” insurance and provide coverage above its employee’s “POV” coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

- C. Sexual Abuse or Molestation (SAM) Liability: If the General Liability policy is not endorsed to include affirmative coverage for sexual abuse and molestation, Provider shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit of no less than \$1,000,000 per occurrence or claim.
- D. Umbrella and excess liability insurance policy with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - a. Additional insured endorsement;
 - b. Pay on behalf of wording;
 - c. Concurrency of effective dates with primary;

- d. Blanket contractual liability;
- e. Punitive damages coverage (where not prohibited by law);
- f. Aggregates: apply where applicable in primary;
- g. Care, custody and control;
- h. Follow form primary; and
- i. Drop down feature.

The limits required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may also be satisfied by Provider purchasing coverage for the limits specified or by any combination of primary and umbrella limits, so long as the total amount and scope of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code, and Employer's liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

- F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its respective officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its respective officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
2. Provider shall be required to provide original certificates of insurance, and all required amendatory endorsement pages required by the Contract. The certificate of insurance and amendatory endorsement pages will be sent to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.

The forms must state the following: “Board of County Commissioners, Hamilton County, Ohio and its respective officials, employees, agents, and volunteers Hamilton County Department of Job & Family Services, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by the contract on the commercial general, business auto and umbrella/excess liability policies.”

3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) days prior written notice given to: Risk Manager, Hamilton County, Room 707, 138 East Court Street, Cincinnati, Ohio 45202; and to HCJFS, Contract Services, 3rd floor, 222 East Central Parkway, Cincinnati, Ohio 45202.
4. Provider shall provide original insurance certificates demonstrating coverage required by this clause prior to the commencement of this Contract. These original insurance certificates shall be delivered to the Hamilton County Risk Manager and HCJFS, at the locations specified above. Upon request, Provider shall make available certified copies of all required insurance policies, including endorsements and other documentation affecting the coverage required by these specifications.
5. Failure of HCJFS to demand such certificate or other evidence of full compliance with these insurance requirements or failure of HCJFS to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention in excess of \$10,000.00 to County pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to County and HCJFS guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a “claims-made” basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows

for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under contract with the Board of County Commissioners on behalf of HCJFS.

8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against County and HCJFS.
9. Provider, at its expense, shall replenish all coverage limits immediately upon its insurer's reductions in limits due to claims on the contract or any other agreement. Failure to do so may result in cancellation of the contract at HCJFS's sole discretion. If Provider fails to renew, replace, or replenish the coverages required, the HCJFS may do so on the Provider's behalf and deduct the cost from any amount due to Provider from HCJFS.
10. Provider, 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. Provider's insurance coverage shall be primary insurance with respect to County's respective officials, employees, agents, and volunteers and HCJFS and its respective officials, employees, agents, and volunteers. Any insurance maintained by the County or HCJFS shall be excess of Provider's insurance and shall not contribute to it.

2.12 Indemnification

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its 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 (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, the performance of the terms of this Contract including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's (s') employees and agents, assigns, and those designated by Provider to perform the work or services encompassed by the Contract. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

In addition, Provider agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Provider. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	<i>November 29, 2021</i>
RFP Conference	<i>December 16, 2021 @ 1pm EST</i>
Deadline for Receiving Final RFP Questions	<i>December 30, 2021 @ 1 pm EST</i>
Deadline for Registering for the RFP Process	<i>December 30, 2021 @ 1pm EST</i>
Anticipated Deadline for Issuing Final RFP Answers	<i>January 7, 2022</i>
Deadline for Proposals Received by RFP Contact Person	<i>January 21, 2022 3pm EST</i>
Oral Presentation– if needed	<i>February 4, 2022</i>
Anticipated Proposal Review Completed	<i>February 4, 2022</i>
Anticipated Start Date	<i>March 1, 2022</i>

3.2 RFP Contact Person

All questions and /or comments regarding this proposal must be presented in writing and may be mailed, e-mailed or faxed to the RFP Contact Person identified below is:

Kris Bullock

Hamilton County Department of Job & Family Services

222 East Central Parkway, 3rd floor

Cincinnati, Ohio 45202

E-mail HCJFS_RFP_Communications@jfs.hamilton-co.org. Fax: (513) 946-2384

3.3 Registration for the RFP Process

EACH PROVIDER MUST REGISTER FOR AND RESPOND TO THIS RFP TO BE CONSIDERED. THE DEADLINE TO REGISTER FOR THE RFP IS LISTED ABOVE IN SECTION 3.1 PROGRAM SCHEDULE.

All interested Providers must complete Registration Form (see Attachment G__) and e-mail the RFP Contact Person to register. , and their e-mail address is HCJFS_RFP_Communications@jfs.hamilton-co.org.

3.4 RFP Conference

- A. The RFP conference will be held virtually on December 16, 2021, 1:00 p.m. – 3:00 p.m. EST. The phone number to watch the conference is 1 (614) 721-2972, Conference ID: 111 518 482 2 . If you register prior to the conference date, you will be sent the link to be able to watch the video conference on-line. You will not be permitted to speak, but you will be able to type questions that will be addressed at the end of the conference and via addenda.
- B. Prior to the RFP Conference, questions may be faxed or e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be posted on Hamilton County Job & Family Services website <https://www.hcifs.org/about/request-for-proposals/> in an addendum. After the RFP Conference, questions may be e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after the date listed in Section 3.1 Program Schedule.
- D. The answers issued in response to such Provider 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 Providers who participate in the process in good faith. Behavior by Providers which violates or attempts to manipulate the RFP process in any way is taken very seriously. Neither Provider nor their representatives should communicate with individuals associated with the RFP process. If an

interested Provider or anyone associated with an interested Provider attempts any unauthorized communication, Provider's proposal is subject to rejection.

Individuals associated with this RFP and related 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 RFP Contact Person listed in Section 3.2.

Examples of unauthorized communications prior to the award of the contract, except to the RFP Contact Person listed in Section 3.2, including but are not limited to:

- A. Telephone calls;
- B. Letters, emails, social media contacts and faxes regarding the RFP process, anything related to the RFP or the RFP process; and
- C. Visits in person or through a third party attempting to obtain information regarding the RFP, anything related to the RFP or the RFP process.

Notwithstanding the above, there shall be no contact with anyone, including the RFP Contact Person after January 22, 2017 at 1p.m.

3.6 Provider Disclosures

Provider must disclose any pending or threatened court actions and claims brought by or against the Provider, 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 Provider Examination of the RFP

Providers 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 Providers discover any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify the RFP Contact Person no later than January 22, 2018 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, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to the **Deadline for Receiving Final RFP Questions** as listed in Section 3.1 Program Schedule, of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the Contract, the Provider 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 by issuance of one or more addenda to all parties who registered for the RFP, Section 3.3. In the event modifications, clarifications, or additions to the RFP become necessary, all Providers who registered for the RFP 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 RFP Contact Person, or designee, will be responsible for contacting only those Providers who registered for the RFP Conference. All addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org>.

3.9 Availability of Funds

Contract awards are conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the services performed by Provider, HCJFS reserves the right to exercise one of the following alternatives:

- a. Reduce the utilization of the services provided under the Contract, without change to the terms and conditions of the Contract; or
- b. Issue a notice of intent to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty will accrue to HCJFS in the event either provision is exercised. HCJFS will not be obligated or liable for any future payments due or for any damages as a result of termination.

4.0 SUBMISSION OF PROPOSAL

Provider must certify the proposal and pricing will remain in effect for 180 calendar 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 Provider 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 Provider's expense.

4.3 False or Misleading Statements

If, in the opinion of HCJFS, information included within Provider's proposal was intended to mislead the County in its evaluation of the proposal, the proposal will be rejected.

4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person at the address listed in Section 3.2, RFP Contact Person, no later than the deadline listed in Section 3.1 Program Schedule. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will

be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.

It is absolutely essential that Providers 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 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

- 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 approval 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 Provider from full compliance with its specifications if Provider is awarded the Contract.

4.6 Evaluation and Award of Contract

The review process shall be conducted in four stages. Although it is hoped and expected that a Provider 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 the deadline listed in Section 3.1 Program Schedule will be performed 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. Registry for RFP
- B. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than the deadline listed in Section 3.1 Program Schedule 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.

- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1;
- E. Completed Budgets, Section 2.3;
- F. Responses to System and Fiscal Administration Components, Section 2.8,B

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 Provider'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:

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

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 and incorporated into the overall rating for the proposal. Review Committee may request information from sources other than the

written proposal to evaluate Provider's programs or clarify Provider's proposal. Other sources of information may include but are not limited to the following:

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. 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 Provider's key program personnel. HCJFS reserves the right to video tape the presentations.

Stage 4 Evaluation Scoring

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 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 25% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8.B Questions are worth 20% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 5% of the total evaluation score.

If HCJFS determines that it 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 50% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 25% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8.B Questions are worth 25% 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 Contract. 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 Provider(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 Provider to finalize details of the Contract using Attachment B, Contract Sample, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider 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 Provider are unable to come to terms regarding the Contract, in a timely manner as determined by HCJFS, HCJFS will terminate the Contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.
- F. If a proposal is selected with a Provider who has not yet received its licensure from the appropriate Board, the proposal will be disqualified unless the Provider receives its licensure within 60 days of acceptance of the proposal.

4.8 Post-Proposal Meeting

The post-proposal meeting process may be utilized only by Providers who submitted Qualified Proposals, who wish to obtain clarifying information regarding their non-selection. If a Provider 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 Provider and be addressed to the RFP 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 Provider 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 Provider's non-selection.

4.9 Public Records

All proposals submitted shall become the property of HCJFS to use or, at its option, return such proposals. All proposals and associated documents will be considered to be public information and will be open for inspection to interested parties after the award of a contract unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the proposal. Each page containing such material must:

1. Be placed in a sealed envelope;
2. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
3. Be placed in the required order of the response format.

For example if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret then

- the word "Trade Secret" would be stamped in the corner of Page 6;
- Page 6 would be placed in an envelope; and
- The envelope is stamped as containing a "Trade Secret" is placed after page 5.

**DO NOT MARK EVERY PAGE OF YOUR PROPOSAL AS TRADE SECRET OR OTHERWISE
EXEMPTED FROM DISCLOSURE OR YOUR PROPOSAL MAY BE REJECTED**

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a) HCJFS is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

It is Provider's sole responsibility to legally defend the actions of HCJFS for withholding Provider's documents as trade secrets or otherwise exempted information if the issue is challenged.

4.1 Public Record Requests Regarding this RFP

Per ORC 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final Contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code, shall not be available until after the award of the Contract(s). Award is defined as when the Contract is fully executed by all parties.

Attachment A

Cover Sheet

PROPOSAL COVER SHEET FOR TRANSPORTATION FOR FAMILY & CHILDREN'S SERVICES

Bid No:

HCJFS does not guarantee that the service level set forth below will increase, decrease, or remain the same. Provider understands that neither HCJFS nor the County is making any guarantees as to the amount of Family & Children's Services Transportation that it will purchase pursuant to this RFP.

Name of Fiscal Agent: _____

Organization Address: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

Authorized Representative: _____
(Please Print)

Title: _____ E-Mail Address: _____

Authorized Representative Signature: _____

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

Person(s) authorized to negotiate with HCJFS:

Name: _____ Title: _____
(Please Print)

Phone Number: _____ E-mail Address: _____

Name: _____ Title: _____
(Please Print)

Phone Number: _____ E-Mail Address: _____

Initial Term Unit Rate for Two Years: March 1, 2022 – February 28, 2024	Renewal 1 Term Unit Rate for Two Years: March 1, 2024– February 28, 2026	Renewal 2 Term Unit Rate for Two Years: March 1, 2026 – February 28, 2028
\$ _____	\$ _____	\$ _____

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

Signature – Authorized Representative

Title

Date

Signature – Fiscal Representative

Title

Date

Attachment

A-1

**Program
Component
Checklist**

RFP# KB01-21R -Childrens Service's Transportaion RFP

Program Component Checklist

Please ensure all questions in Section 2.2.1 are answered and page numbers are listed by using checklist below.

Proper Answer: If YES - list page number where response can be found. If NO - list reason for not responding.

QUESTION #	YES	PAGE #(s)	NO	REASON FOR NOT RESPONDING
Service Components and Business Deliverables				
Question 1				
Question 2				
Question 3				
Question 4				
Question 5				
Question 6				
Question 7				
Question 8				
Question 9				
Question 10				
Question 11				
Question 12				
Question 13				

Attachment B

Contract Sample

HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

PURCHASE CONTRACT

This Contract is entered into on _____ by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) on behalf of the Hamilton County Department of Job & Family Services (“HCJFS”) and XXXXXXXX , doing business as Name (“Provider”) with an office at Address City State Zip Code, whose telephone number is (###) ###-#### for the purchase of Family & Children’s Services Transportation Services.

1. TERM

This Contract will be effective from March 1, 2022 through February 30, 2024 (the “Initial Term”) inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of this Contract cannot exceed \$\$\$\$\$\$ and (\$\$\$\$\$\$\$\$\$) over the Initial Term of this Contract.

The anticipated expenditure for the period of time from March 1, 2022 to December 31, 2022 is \$\$\$\$\$\$\$\$, for the period of time from January 1, 2023 to December 31, 2023 is \$\$\$\$\$\$\$\$\$ and for the period of time from January 1, 2024 to February 28, 2024 is \$\$\$\$\$\$.

This Contract may be renewed, at the option of HCJFS, for two (2) additional two (2) year terms (“Optional Renewal Periods”). HCJFS agrees to give Provider written notice at least One Hundred Twenty (120) days prior to the expiration of the term then in effect, of its intention not 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 set forth herein), the Provider agrees to provide transportation services to Consumers (transportation for Family & Children’s Services will be individually known as the “Service” and collectively be known as the “Services”), as more particularly described in this Contract, Exhibit I – Request for Proposals for Family & Children’s Services Transportation Services.

RFP# KB01-21R and all addendum thereto (collectively, “Request for Proposals”) and Exhibit II- Provider’s Proposal for Transportation for Family & Children’s Services dated ????? MM Year (“Provider’s Proposal”).

Notwithstanding anything to the contrary set forth herein or in any exhibit, the parties agree that in no event shall any vehicle used in this Contract be equipped with a lift.

3. EXHIBITS

Exhibits for this Contract are as follows:

- A. Exhibit I - Request for Proposals;
- B. Exhibit II - Provider's Proposal;
- C. Exhibit III- Budget;
- D. Exhibit IV – Transportation Services Procedure Memo (TSPM) 011-E No Responsible Party at Home (“Procedure Memo”);
- E. Exhibit V – Invoice Detail File Requirements; and
- F. Exhibit VI – Unallowable Costs.

4. ORDER OF PRECEDENCE

This Contract is based on Exhibits I, II, III, IV, V and VI. This Contract and all exhibits are intended to supplement and complement 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 - Request for Proposals;
- B. Exhibit V- Invoice Detail File Requirements;
- C. Exhibit VI – Unallowable Costs;
- D. Exhibit II - Provider's Proposal;
- E. Exhibit III – Budget; and
- F. Exhibit IV –Procedure Memo.

5. CONSUMER AUTHORIZATIONS

A. General

HCJFS reserves the right to change the structure and content of the Consumer Authorization, as it deems appropriate and necessary.

B. Service For Which Prior Consumer Authorization Is Required

Subject to paragraph C, HCJFS will not pay for any Service(s) that has not been authorized via a Consumer Authorization.

It is the responsibility of Provider to monitor the number and scope of trips set forth on each Consumer Authorization. Provider agrees that it will not receive payment for any Service which no Consumer Authorization has been issued.

C. Services For Which No Prior Consumer Authorization Is Required

Notwithstanding anything to the contrary herein, Provider may provide Services to Consumers active within HCJFS' Family & Children's Services program during a current month for which no prior Consumer Authorization was issued, in the following circumstances:

When no authorized adult is home for the drop-off of a Consumer who is under the age 18 and the authorized adult does not answer the phone so long as the Provider complies with the provisions of Exhibit IV Transportation Services Procedure Memo –“No Responsible Party at Home”. HCJFS' Transportation Services staff shall forward electronic encrypted Consumer Authorization to the Provider upon retrieval of the written or voice message and approval by the Transportation Services Supervisor.

To the extent additional, anticipated Services are required for any Consumer for which the above paragraph C applies, Provider will only be paid for any additional Services which not have been previously authorized and approved pursuant to paragraph B.

6. EMPLOYEE QUALIFICATIONS

Provider represents and agrees that it and its employees will comply with the Qualifications set forth in Section 1.3 of Exhibit I – Request for Proposals.

7. REPORTS

Required Documentation and Reporting

- A. Records of all Service provided to Consumers and all expenses incurred in relation to the provision of Services must be maintained consistent with the time periods described in Paragraph 10.

Provider shall provide HCJFS with the reports specified in Exhibit I - Request for Proposals, Section 1.4. Reporting Requirements. Report formats may include paper reports or electronic data files. Provider shall provide additional reports or make revisions in the data elements or format upon the request of HCJFS, without additional charge to HCJFS and without a contract amendment. Upon request of HCJFS, the Provider shall supply the underlying data to support any report submitted. All data shall be in an electronic file format, approved by HCJFS. HCJFS may add, substitute or eliminate reports to be submitted without additional charge to HCJFS and without a contract amendment.

B. Additional Reports

HCJFS reserves the right to request additional reports at any time during any term of the Contract. Provider shall use its best efforts to provide such additional reports within ten (10) calendar days of receipt of the request. In no event will HCJFS withhold payment to Provider pending receipt any additional, non-standard reports.

Provider shall provide access to HCJFS to any HCJFS data relating to the provision of Services, in whatever media it is stored. Access shall include but is not limited to viewing data, generating reports and downloading data which Provider has used, collected, input and saved in relation to the Services.

8. COMPENSATION

A. Basis for Computation of the Unit Rate:

Provider has prepared budgets for the time periods of March 1, 2022 through February 28, 2024 as set forth in Exhibit III - Budget, which Provider understands and agrees is the basis of the computation of the Unit Rate and Excess Mileage Rate (as described below) that will be used to compensate it for Services it provides under this Contract.

Provider warrants and represents that such Budget is based upon current financial information and projections. Provider agrees that it will notify HCJFS, in writing, within five (5) calendar days when it knows or should have known that the information contained in the Budget is inaccurate or contains errors.

Provider warrants and represents that the unallowable costs set forth in Exhibit VI were not included in Exhibit III - Budget and that these costs will not be included in any invoice submitted for payment.

B. Profit Margin

The parties agree that the profit margin for this Contract, as set forth in Exhibit III-Budget contained in Section 2.3 of Exhibit II - Provider's Proposal, will not be more than five percent (5%) over the term of the Contract. Provider represents that the profit margin contained as a part of and as set forth in the Unit Rate, is not more than five percent (5%).

9. BILLING AND PAYMENT

- A. Rates of Payment – County agrees to compensate the Vendor in the amount of \$\$\$ for each one-way trip which is 25 miles or under (“Base Unit Rate”). For one-way trips which are over 25 miles, Vendor will be compensated the Base Unit Rate for the one-way trip plus the Excess Mileage Rate in the amount of \$\$\$ per mile for any miles in excess of 25 miles.
- B. Provider shall submit one (1) original invoice for each month that Services are delivered to a Consumer. Original invoices shall be sent via email each month to Transportation Services Section Chief or designee, 3rd fl. Hamilton County Dept. of Job and Family Services, 222 East Central Parkway, Cincinnati, Ohio 45202 within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all Services provided during the service month on of the above described invoice. Provider shall indicate the following on all invoices submit for payment:
- a. Provider’s name, address and telephone number;
 - b. Vendor number;
 - c. Unique invoice number;
 - d. The number of Units of Service supplied by Provider multiplied by the Unit Rate for such Service;
 - e. Invoice date and service dates;
 - f. Consumer’s name;
 - g. PO # (Contract Services or Program area will provide this #) and Contract #;
 - h. Invoice must be original;
 - i. Must have total to be paid listed on the invoice; and
 - j. Must have both the Vendor’s/Provider’s and JFS Program Person’s, original signature on the invoice.

The following items are not acceptable on invoices:

- a. White out is not allowed anywhere on an invoice;
- b. Stamped signatures – all signatures must be original; and
- c. Faxed or copied invoices.

At the time the invoice is submitted, Provider must submit an Invoice Details File containing the information set forth in Exhibit V – Invoice Detail File Requirements to HCJFS via the HCJFS designated SFTP site.

HCJFS reserves the right to change the structure and/or content of the Exhibit V - Invoice Details File Requirements, as it deems appropriate and necessary. Any changes or modifications to Exhibit V Invoice Details File Requirements will not require an amendment to this Contract.

HCJFS will not pay for any Service if the invoice for such Service is submitted to HCJFS more than sixty (60) calendar days from the end of the service month in which the Service was performed unless the delay is due to untimely issuance of Consumer Authorizations by HCJFS. HCJFS will not pay for any cancelled trips, regardless of whether a Consumer Authorization was issued for such trip. It is the responsibility of the Provider to request special consideration and documentation with its invoice if Consumer Authorizations were not issued timely by HCJFS. In addition, HCJFS will not pay for any Service if the invoice is incomplete or inaccurate and the Provider fails to correct or complete such invoice during the sixty (60) day period beginning at the end of the service month in which the Service was performed.

Provider will not be granted an extension of time to correct incomplete or inaccurate invoices even if said invoices are timely.

- C. HCJFS will make every reasonable effort to pay timely and accurate invoices within thirty (30) calendar days of receipt for all invoices received in accordance with the terms of this Contract. Notwithstanding any other provision of this Contract to the contrary, HCJFS will only pay for Services for which a Consumer Authorization was issued.
- D. Any costs or expenses necessary for Provider to meet any of invoicing, reporting or other requirements set forth herein, shall be at no additional cost or expense to the County or to HCJFS.

- E. The Provider warrants that claims made to HCJFS for payment for Services provided shall be for actual Services rendered and do not duplicate claims made by the Provider to other sources of public funds for the same Service.

10. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees all records, documents, writing or other information, including but not limited to, financial records, census records, Consumer records and documentation of legal compliance with OAC rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and Consumer used by Provider in the performance of this Contract shall be maintained for a minimum of six (6) years. All records relating to costs, work performed and supporting documentation for invoices submitted to HCJFS by Provider, along with copies of all deliverables submitted to HCJFS pursuant to this Contract, will be retained and made available by Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of six (6) years after reimbursement for Services rendered under this Contract. Absent exigent or extraordinary circumstances, HCJFS will provide Provider no less than seven (7) business days' prior written notice for a review, inspection or audit of Provider's records. Any review, inspection or audit by HCJFS will take place at Provider's office or an office selected by Provider in Butler County or Hamilton County Ohio, during normal business hours. If a review, audit, litigation or other action is initiated during the time period of the Contract, Provider shall retain such records until the action is concluded and all issues resolved or the six (6) years have expired, whichever is later.
- B. Provider agrees 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 permission of HCJFS, except as otherwise required by law or in defense or prosecution of any dispute or proceeding relating to Provider's services under this Contract; provided, however, Provider preserve the confidentiality of such information before any disclosure. HCJFS must consent, in writing, prior to any disclosure of any Consumer specific information; such consent shall not be unreasonably withheld.

- C. To the extent not otherwise required by law, Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles to the extent reasonable, and practical. Provider shall employ sound accounting principles consistently applied and in compliance with all applicable laws, rules and regulations.
- D. Records must be maintained for all Services provided by this Contract and all the expenses incurred in the operation of the programs described herein. Services provided and expenses incurred without proper documentation will not be paid, and overpayments will be recovered through the review, inspection or audit process. Proper documentation of Service provided is defined as a personal record of Service maintained by Provider staff that details the Service(s) provided to or on behalf of a Consumer, with the beginning and ending time(s) of the Service(s).

11. NON-EXCLUSIVE

This is a non-exclusive Contract, and HCJFS may purchase the same or similar item(s) from other Providers at any time during the term of this Contract.

12. CONFLICT OF INTEREST

This Contract in no way precludes, prevents, or restricts the Provider 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 Provider's ability to perform the Services required under this Contract. The Provider 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 perform the Services under this Contract.

The Provider further agrees that there is no financial interest involved on the part of any HCJFS officers or employees, Board of County Commissioners, or employees of the County involved in the development of the specifications or the negotiation of this Contract. The Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when a HCJFS employee will gain financially or receive personal favors as a result of the signing or implementation of this Contract. The Provider will report the discovery of any potential conflict of interest to HCJFS. Should a conflict of interest be discovered during the term of this Contract, HCJFS may exercise any right under the Contract, including termination.

Provider further agrees to comply with Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this Contract, Provider certifies to be in compliance with these provisions.

13. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written consent of the County. Provider agrees that the assignment of any portion of this Contract, without the prior consent of the County, is grounds for HCJFS (at its option) to terminate this Contract with one (1) day prior written notice under Section 17.B. In no event can any of the Services, described herein, be subcontracted to another provider.

14. GOVERNING LAW

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

15. INTEGRATION AND MODIFICATION

This instrument including all exhibits embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. 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.

The Provider acknowledges and agrees that only staff from the Contract Services Section of HCJFS may initiate contract changes with the approval of the County. In no event will an oral contract with HCJFS be recognized as a legal and binding change or amendment to the Contract.

16. 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.

17. TERMINATION

A. Termination for Convenience

1. By HCJFS:

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider no less than One Hundred Twenty (120) calendar days prior to the effective date of termination.

2. By Provider:

This Contract may be terminated by Provider upon notice, in writing, delivered upon HCJFS no less than Two Hundred Forty (240) calendar days prior to the effective date of termination.

B. Termination for Cause by HCJFS

If Provider fails to provide the Services as provided in this Contract for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Contract, HCJFS may consider Provider in default. HCJFS agrees to give Provider thirty (30) days written notice specifying the nature of the default. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to HCJFS to cure such default. HCJFS is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or HCJFS disapproves such plan, HCJFS has the option to immediately terminate this Contract upon written notice to Provider.

If Provider fails to cure the default in accordance with an approved plan or cure the default within the thirty (30) notice period, then County, at its sole option, may terminate this Contract at the end of the thirty (30) day notice period. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the County or HCJFS may have under this Contract.

For purposes of the Contract, "Material Breach" shall mean an act or omission that violates or contravenes an obligation required under the Contract and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Contract as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Contract. Notwithstanding the above, in cases of substantiated allegations of: i) improper or inappropriate activities, ii) loss of required licenses iii) actions, inactions or

behaviors that may result in harm, injury or neglect or a Consumer, iv) unethical business practices or procedures; or v) any other event that HCJFS deems harmful to the well-being of a Consumer; HCJFS may immediately terminate this Contract upon delivery of a written notice of termination to Provider.

C. Effect of Termination

1. Upon any termination of this Contract, Provider shall be compensated for (i) any outstanding invoices that have been issued in accordance with this Contract; and (ii) Services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In determining any amount due and owing to Provider, and/or credit or payment due to HCJFS, the parties will perform a reconciliation of all amounts properly invoiced by Provider any payments made by HCJFS, as of the date of termination.
2. Provider, 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 notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as HCJFS may require.

- D. Provider shall not be relieved of liability to HCJFS for damages sustained by HCJFS by virtue of any breach of the Contract by Provider. HCJFS may withhold any compensation to Provider for the purpose of off-set until such time as the amount of damages due County and HCJFS from Provider is agreed upon or otherwise determined.

18. DISPUTE RESOLUTION

Subject to Paragraph 17 (Termination), which would permit termination in the case of termination for substantiated allegations involving certain matters, the Parties agree to work cooperatively to resolve any dispute in the most efficient and expeditious manner possible. Within thirty (30) calendar days from the time the Provider discovers or should have discovered that a matter is properly an issue that should be determined under this Paragraph 18 (Dispute Resolution), Provider shall prepare and submit a Notice of Dispute. The Notice of Dispute shall state the facts surrounding the claim, together with its character and scope and include any evidence to substantiate any dispute and a means by which to resolve such matter in the best interest of the parties. The Notice of Dispute shall be forwarded in writing to the following

representatives of the parties as follows:

A maximum of forty-five (45) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step. Step 1 representatives are as follows:

Representative for HCJFS: Unit Supervisor for Contract Services

Representative for Provider: VP of Paratransit Operations

If an agreement cannot be reached during Step 1, the giving party may elevate the dispute to Step 2 using the following representatives:

Representative for HCJFS: Director of Contract Services

Representative for Provider: CEO

All representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

19. COMPLIANCE

Provider certifies that Provider's provision of direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, including, but not limited to 2CFR Part 215 (OMB A-110), 2CFR Part 225 (OMB A-87), 2CFR Part 230 (OMB A-122), and 2CFR Part 220 (OMB A-21), state statutes and the Ohio Administrative Code rules in the conduct of work hereunder. The Provider 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 Provider's employees.

20. NON-DISCRIMINATION IN EMPLOYMENT

Provider 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, Provider 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. Provider 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. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Provider complies with all applicable federal, state and local non-discrimination laws and regulations.

Provider, or any person claiming through the Provider, 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 Provider.

21. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

A. Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.

Additionally, Title VI of the Civil Rights Act of 1964 requires recipients of federal funds to take reasonable steps to ensure their programs, services, and activities are meaningfully accessible by persons with limited English proficiency (LEP). 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, Consumers shall not be required to pay for such assistance.

- B. Provider shall post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.

22. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for the Initial Term and any Optional Renewal Term, Provider and HCJFS will not solicit each other’s employees for employment. The term “Provider” includes any agent or representative of the Provider. The normal solicitation activities of the parties through advertisements in published media, job postings, job fairs, trade magazine publications, college recruitment activities, and the like, which may expose one party’s employees to the other, shall not violate this provision.

23. RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider 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.

24. DISCLOSURE

Provider hereby warrants and represents that it has disclosed any information that it possesses about any business relationship or financial interest that said Provider has with a County employee, employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

25. 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.

26. NO ADDITIONAL WAIVER

If HCJFS or Provider 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.

SAMPLE

27. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws confidentiality laws applicable to HCJFS and Consumers.. The Provider understands that any access to the identities of any Consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. Except as otherwise required by applicable law. Provider agrees that the use or disclosure of information concerning Consumers for any purpose not directly related to the administration of this Contract is prohibited.

28. AUDIT REQUIREMENTS

- A. Provider shall conduct or cause to be conducted an annual review of its financial statements. Reviews may be conducted using a “sampling” method. The areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units. Any exception or finding based on a “sampling” will only apply to the sampling, and not the entire population.
- B. Provider agrees to accept responsibility for receiving, replying to and complying with any exception or finding, related to the provision of Services under this Contract.
- C. Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider may be required to sign a Repayment Agreement with HCJFS. Provider 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. If repayments are not made according to the agreed upon terms, future checks may be held until the repayment of funds is current. Checks held more than sixty (60) days may be canceled and may not be re-issued. HCJFS also reserves the right to not increase the unit rate or the overall Contract amount for Services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding. Any change to the Repayment Agreement will require a formal amendment to be signed by all parties.
- D. Unless otherwise required by law, Provider agrees to give HCJFS a copy of Provider’s most recent annual report and most recent annual review within fifteen (15) days of receipt of such reports.

- E. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. If such audit is required, Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.
- F. HCJFS reserves the right to evaluate programs of Provider. The evaluation may include, but is not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Provider will be responsible for the costs for these evaluations.

29. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that, at all times during the Initial Term and any Optional Renewal Term, Provider shall maintain all required licensures and certifications in good standing. In addition, Provider shall immediately notify HCJFS of any action, modification or issue relating to said licensures or certifications.
- B. Provider warrants and represents that its Services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- C. Provider warrants and represents that Provider's provision of direct or indirect Services under this Contract will comply with all requirements of federal, state and local laws and regulations, including but not limited to, Office of Management and Budget Circular A-133, 2 C.F.R. Part 215, 2 C.F.R. Part 220, 2 C.F.R. Part 225, 2 C.F.R. Part 230, and the statutes and rules of Provider's home state in the conduct of work hereunder.
- D. Provider warrants and represents all other sources of revenue have been actively pursued prior to billing HCJFS for Services, including but not limited to, third party insurance, Medicaid, and any other source of local, state or federal revenue. All revenue sources currently accessed by Provider and available to serve the Consumers identified in the Scope of Service shall be listed in Exhibit III- Budget and utilized, where permissible, to reduce the cost of the contracted service to HCJFS.

- E. Provider warrants and represents that separate books and records, including, but not limited to the general ledger account journals and profit/loss statements have been established and will be maintained for the revenue and expenses of this program.

30. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for Services provided under the terms and conditions of this Contract. By sole determination of HCJFS, if funds are not sufficiently allocated or available for the provision of the Services performed by Provider hereunder, HCJFS reserves the right to exercise one of the following alternatives:

- A. Reduce the utilization of the Services provided under this Contract, without change to the terms and conditions of the Contract; or
- B. Issue a notice of intention to terminate the Contract.

HCJFS will notify Provider at the earliest possible time of such decision. No penalty shall accrue to County or HCJFS in the event either of these provisions is exercised. Neither County nor HCJFS shall be obligated or liable for any future payments due or for any damages as a result of termination under this Section.

31. 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 Provider 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 Provider'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.

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

32. SUBMISSION TO JURISDICTION AND APPLICABLE LAW

Each party hereto submits to the exclusive jurisdiction of any state court sitting in the County of Hamilton, State of Ohio, in any action or proceeding arising out of or relating to this Contract, agrees that all claims in respect of the action or proceeding shall be heard and determined in any such court, waives any objection to venue therein, and agrees not to bring any action or proceeding arising out of or relating to this Contract in any other court. The Parties further agree that this choice of venue is to be considered mandatory, and not optional in nature, thereby precluding the possibility of litigation in any venue or jurisdiction other than that specified in this Section. The Parties further agree that any final judgment rendered in any such action or such proceeding, as provided herein, shall be conclusive as to the subject matter of such final judgment, subject only to the right of appeal provided by the laws of the State of Ohio, and that once any such right of appeal has been exhausted or waived, such final judgment may be enforced in other jurisdictions in any manner provided by law.

For any legal action brought pursuant to the Contract, Ohio law will apply.

33. PUBLIC RECORDS

This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

34. DRUG-FREE WORKPLACE

Provider certifies and affirms Provider will comply with all applicable state and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 630, Subpart F and 41 USC 8101, as applicable. Provider will make a good faith effort to ensure all employees performing duties or responsibilities under this Contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

35. 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, Provider agrees to not discriminate in hiring and promoting against applicants for and participants

for the Ohio Works Program. Provider also agrees to include such provision in any such contract, subcontract, grant or procedure with any other party which will be providing services, whether directly or indirectly, to Consumers.

36. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Provider agrees to comply with all Health Insurance Portability and Accessibility Act (“HIPAA”) requirements and meet all HIPAA compliance dates.

37. SCREENING AND SELECTION

Provider represents and agrees that it will comply with the screening and selection as set provisions as set forth in Section 1.3 Employee Qualifications of Exhibit I – Request for Proposals.

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 of Hamilton County Ohio, and its officials, employees, agents, and volunteers and the Hamilton County Job & Family Services and its 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 (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, the 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.

In addition, Vendor agrees to pay all Damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising regardless of any conflict of interest that may exist between the Indemnified Parties and Vendor. In the event Vendor fails to defend the Indemnified Parties as set forth in this Paragraph, which may result in a breach of contract, such parties may defend themselves and Vendor shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Contract for any reason.

39. INSURANCE

Provider represents and agrees that it will comply with the Insurance provisions as set forth in Section. 2.11 of the Request for Proposals other than Item 8 on Page 35 of the Request for Proposals which requires Provider to replenish all coverage limits. Notwithstanding the above, Provider shall maintain the coverage limits during the life of this Contract and provide Certificates of Insurance to HCJFS on an annual basis as proof of coverage requirements.

40. AMENDMENTS

This writing constitutes the entire agreement between Provider and HCJFS with respect to all matters herein. Unless otherwise provided herein, this Contract may be amended only in writing and signed by Provider and County.

41. LOBBYING

Provider warrants that during the Initial Term and any Optional Renewal Term, Provider 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. Provider further warrants that Provider will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, HCJFS may issue a termination notice in accordance with the terms of this Contract. If Provider fails to notify HCJFS, HCJFS reserves the right to immediately suspend payment and terminate the Contract.

42. DEBARMENT AND SUSPENSION

Provider will, upon notification by any federal, state, or local government agency, immediately notify HCJFS of any debarment or suspension of Provider being imposed or contemplated by the federal, state or local government agency. Provider will immediately notify HCJFS if it is currently under debarment or suspension by any federal, state, or local government agency.

43. FAITH BASED ORGANIZATIONS

To the extent applicable, Provider agrees it will perform the Services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of Consumers is not diminished and it will not discriminate against any Consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Provider. If any Consumer objects to the religious character of the organization, Provider will immediately notify HCJFS.

44. CHILD SUPPORT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider or the employees of Provider meets child support obligations established under state or federal law. Further, by executing this Contract Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in Chapters 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

45. GRIEVANCE PROCESS

Provider will post its grievance policy and procedures in a public or common area at each contracted site so all Consumers and representatives are able to observe this policy. Provider will notify HCJFS in writing on a monthly basis of all grievances initiated by Consumers or their representatives involving the Services. Provider shall submit any facts pertaining to the grievance and the resolution of the grievance to HCJFS Contract Manager, no less frequently than monthly.

46. DEBT CHECK PROVISION

The Debt Check Provision, ORC 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 whom a finding for recovery has been issued by the Ohio Auditor of State if the finding for recovery is unresolved. By entering into this Contract, Provider warrants and represents a finding for recovery has not been issued by the Ohio Auditor of State. Provider further warrants and represents Provider shall notify HCJFS within one (1) business day should a finding for recovery occur during any term of the Contract.

47. PROPERTY OF HAMILTON COUNTY

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively “Deliverables”) shall be considered “works made for hire” within the meaning of copyright laws of the United States of America and the State of Ohio. HCJFS is and shall be deemed the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a “work made for hire,” or if there are any rights in the Deliverables not so conveyed to County and HCJFS, then Provider agrees to and by executing this Contract hereby does assign to County and HCJFS all worldwide rights, title, and interest in and to the Deliverables. County and HCJFS acknowledges that its sole ownership of the Deliverables under this Contract does not affect Provider’s right to use general concepts, algorithms, programming techniques, or methodologies, that have been developed by Provider prior to or as a result of this Contract or that are generally known and available.

Any Deliverable provided or produced by Provider under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of County and HCJFS, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider will not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider will not include in any Deliverable any matter subject to copyright, patent, or other proprietary protection unless the owner gives prior written approval for County and HCJFS and Provider to use such matter. Provider agrees that all Deliverables will be made freely available to the general public unless HCJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

48. CORRECTIVE ACTION PLANS

Provider agrees to notify HCJFS immediately of any Corrective Action Plan (“CAP”) issued from any state or other county agency regarding the Services provided pursuant to

this Contract. County and HCJFS may withhold Consumer Authorizations or immediately terminate this Contract (as applicable), upon written notice, if Provider fails to comply with any state or county CAP. HCJFS will send written notice to the Provider in the event Consumer Authorizations are being withheld. Upon request, Provider shall meet with HCJFS staff in a timely manner to provide a written plan detailing how it will respond to any CAP. Provider will also keep HCJFS informed of the current status regarding a CAP.

49. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations. Provider understands that violations of all applicable standards, orders or regulations issued pursuant to section 306 of the Clean Air Act (42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

50. ENERGY POLICY AND CONSERVATION ACT

Provider agrees to comply with all applicable standards, orders or regulations issued relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871, 42 U.S.C. 6201).

51. CONTRACT CLOSEOUT

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

52. NOTICES

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

If to Board:
County Administrator
Room 603
138 East Court Street
Cincinnati, OH 45202
With a copy to:
TBD, Director
222 Central Parkway
Cincinnati, OH 45202

If to Provider:
Attn: Title/Name
Name
Address

53. HCJFS CONTACT INFORMATION

<u>Name</u>	<u>Phone #</u>	<u>Department</u>	<u>Responsibility</u>
Sheila Bass	513-946-2236	Contract Services	contract changes, contract language
Judy Leonard	513-946-2308	Program Services	Scope of service, Consumer Authorization, Services eligibility.

<u>Name</u>	<u>Phone #</u>	<u>Department</u>	<u>Responsibility</u>
			contract changes, contract language
			Scope of service, Consumer Authorization, Services eligibility.

(Signatures appear on next page)

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

Provider

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title _____
(Print)

Date: _____

Date: _____

Recommended By:

TBD, Director
Hamilton County Department of Job & Family Services
Hamilton County, Ohio

Date: _____

Approved as to form:

By: _____
Assistant Prosecuting Attorney
Hamilton County, Ohio

Attachment C

Budget and Instructions

CONTRACT BUDGET INSTRUCTIONS

When contracting with the Hamilton County Department of Job & Family Services (HCJFS), it is required that a budget be completed for each program/service being proposed. In order to facilitate the process, HCJFS requests that the attached budget be used.

These instructions are designed to assist in the completion the budget. Should you have any questions, please submit them to the HCJFS Contact Person in one of the following ways:

- 1) E-mail:

HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

- 2) Mail:

Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd Floor
Cincinnati, OH 45202

PAGE 1 - SUMMARY PAGE

Page 1 is the summary page for all information entered on pages 2 through 9. If you are not using the Excel spreadsheet for the budget, the summary page should be completed after all other budget pages (pages 2 through 9) are finalized. The total amounts for each expense type on this page (A through J) should equal the total amounts of each section on pages 2 through 8.

As the amounts are entered on pages 2 through 9, the total amounts on the summary page will be populated, if using the Excel spreadsheet to complete the budget.

Mgmt Indirect Cost

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency. Mgmt Indirect costs, allocated to the proposed service(s) should not exceed 15% of the total proposed service(s) cost. After allocating Mgmt Indirect costs between Other Direct Services and the proposed service(s), total program expenses for Mgmt Indirect should equal zero.

The Summary Page, once completed, should give a total budget for the service being proposed as well as a picture of your agency's total budget.

HCJFS CONTRACT BUDGET

AGENCY: (Enter legal name of your agency)

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: (Enter name of program, e.g. Foster Care)

(Enter Begin Date of Budget) **TO** (Enter End Date of Budget)

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
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						
K SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						
ALLOCATION OF MGT/INDIRECT COSTS						
TOTAL PROGRAM EXPENSES						

1

****ESTIMATED TOTAL UNITS OF SERVICE**

TO BE PROVIDED:

****TOTAL PROGRAM EXPENSES / TOTAL UNITS**

OF SERVICE = UNIT RATE:

\$ _____ \$ _____ \$ _____

****UNIT=** (Define unit - day, hour, trip, etc...)

****If the proposed service is Cost Reimbursement, do not complete.**

TOTAL REVENUE*						
-----------------------	--	--	--	--	--	--

*As the amounts for revenue are entered on page 9 of the budget, total revenue will be populated here.

Instructions:

- Column 1: Description of expenses by type.
- Columns 2-4: Totals of the direct costs entered for each section on pages 2 through 8. **Direct costs** are those that can be identified specifically to the service being proposed.
- Column 5: Totals of management, administrative, and indirect costs for each section on pages 2 through 8. **Indirect costs** are those costs incurred for a common or joint purpose benefiting more than one service area or cost center. It is not possible to specify the types of costs which may be considered as indirect cost in all situations due to the diverse characteristics and accounting practices of nonprofit organizations. However, typical examples of indirect cost for many nonprofit organizations may include the costs of operating and maintaining facilities, personnel administration, salaries and expenses of executive officers, and accounting functions such as payroll, and accounts payable.
- Column 6: Totals for all other direct and indirect costs of your agency not associated with the service being proposed to HCJFS on pages 2 through 8. For example, if your agency provides both Traditional and Therapeutic Foster Care and Residential Treatment and you are responding to a Request For Proposals (RFP) for Traditional and Therapeutic Foster Care, all costs associated with Residential Treatment would be entered under “Other Direct Serv”.
- Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 2 - SECTION A - STAFF SALARIES

This section is used to list all positions by position title, number of staff per position, hours per week per position, annual salary per position, and salaries per position included in the proposed service. All management and administrative positions indirectly associated with the service being proposed should be listed with their corresponding salaries listed under the column, “Mgmt Indirect”. All other positions **not** directly or indirectly associated with the service being proposed may be grouped together and listed as “All Other Positions” with their total salaries listed under the column “Other Direct Ser”.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
POSITION TITLE	# STAFF	HRS WEEK	ANNUAL COST	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL SALARIES									

2

Instructions:

Column 1: List all position titles of staff that will be associated with the service being proposed. All other positions not associated with the proposed service may be grouped together and labeled as “Other Personnel”.

Column 2: Indicate the number of staff for the position title identified in Column 1.

Column 3: Indicate the number of hours each staff will work each week for the proposed service.

Column 4: Enter the annual salary for each position listed in Column 1. For the positions grouped as “Other Personnel”, you may enter the sum of the salaries.

Columns 5-7: List the salary costs that are directly associated with the position titles for the proposed service.

- Column 8: Enter the salary costs that are indirectly associated with the service being proposed.
- Column 9: Enter the total salaries for staff employed by your agency but are **not** directly or indirectly associated with the proposed service.
- Column 10: Column 10 is the sum of Columns 5 through 9.

PAGE 3 – SECTION B – EMPLOYEE PAYROLL TAXES & BENEFITS

This section is used to calculate the employee payroll taxes and benefits.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
B. PAYROLL TAXES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
FICA _____ %						
WORKER'S COMP. _____ %						
UNEMPLOYMENT _____ %						
BENEFITS						
RETIREMENT _____ %						
HOSPITAL CARE						
OTHER (SPECIFY)						
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS						

3

Instructions:

- Column 1: List the percents used to calculate the amounts withheld for payroll taxes and benefits. Please list separately any other employee deduction not listed under "Other".
- Columns 2-4: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary in the corresponding columns on Page 2. **Please Note:** Unemployment taxes should only be calculated up to the first \$9,000.00 of an employee's salary.
- Column 5: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Mgmt Indirect on Page 2.

Column 6: Calculate the payroll taxes and benefits by multiplying the percent listed in Column 1 by the Total Salary for Other Dir Serv on Page 2.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 3 - SECTION C – PROFESSIONAL FEES & CONTRACTED SERVICES

This section is used to list any contracted services such as janitorial, pest control, and security; as well as any professional fees such as consultants and auditors. Also, if you have any contracted employees from a temporary agency who are performing duties either directly or indirectly related to the service proposed; those costs should be entered here. Foster care agencies should enter their Foster Parent fees here. Any subcontractor's costs should be entered here.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
C. PROFESSIONAL FEES & CONTRACTED SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES						

3

Instructions:

Column 1: List all professional fees and contracted services.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION D – CONSUMABLE SUPPLIES

This section is used to enter costs for items that will be directly used or consumed in the proposed service. These items must be used or consumed within one (1) Consumable supplies that are more of a general

supply used within your agency should be entered in the “Mgmt Indirect” column. Examples of some of these costs are janitorial supplies (cleaning supplies, paper towels, floor cleaner, mops, brooms, etc.). Program supplies such as pamphlets, text books, and computer software directly related to the proposed service should be entered in this section as well.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						
CLEANING						
PROGRAM						
OTHER (SPECIFY)						
TOTAL CONSUMABLE SUPPLIES						

4

Instructions:

Column 1: List of consumable supplies by expense type. List any other consumable supplies separately under “Other”.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 4 - SECTION E – OCCUPANCY COSTS

This section is used to enter occupancy costs that will be associated with the proposed service. If your agency is renting the entire building and using all of the space for the proposed service, enter the total rental amount for the building. If your agency is renting the entire building and not using all of the space for the proposed service, the rental cost for the proposed service is calculated by multiplying the Cost per Square Foot by the total Square Footage of the space used for the proposed service. The remaining rental cost should be entered under “Other Direct Ser”.

If your agency owns the building, a charge for depreciation **or** usage allowance is allowable. Depreciation or usage allowance should be applied to the original acquisition cost of the building. Depreciation should be calculated using the straight-line method. The lifespan of a nonresidential building is 31.5 years for

property placed in service before May 13, 1993. If the property was placed in service after May 13, 1993 the lifespan is 39 years per the Internal Revenue Service (IRS) (Publication 946). If the building has been fully depreciated, the usage allowance method should be used. The usage allowance is limited to 2% of the original acquisition cost.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ _____ PER SQ. FT. SQ. FT. _____						
USAGE ALLOWANCE OF BLDG. OWNED @ 2% OF ORIGINAL ACQUISITION COST						
MAINTENANCE & REPAIRS						
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY _____ WATER _____						
TELEPHONE						
OTHER (SPECIFY)						
TOTAL OCCUPANCY COSTS						

4

Instructions:

Column 1: Rental – Enter the amount per square foot and the total square footage used for the proposed service.

Usage Allowance of Building – Should be used when building has been fully depreciated. Usage Allowance is limited to 2% of the original acquisition cost.

Maintenance & Repairs – Enter any projected building maintenance and repair costs.

Utilities – Enter the projected utility costs on the appropriate lines. If heat and electricity is included in the rent, write “included” on this line. If water is included in the rent, write “included” on this line.

Telephone – Enter the projected telephone costs including long distance. Cell phone costs should be entered on this line, also.

Other – List separately any other costs associated with occupancy.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 5 - SECTION F – TRAVEL COSTS

This section is used to enter the costs of operation, maintenance, and repairs of agency vehicles when relevant to the delivery of the proposed service. Such costs may be charged on an actual cost basis, a per diem or mileage basis in lieu of actual costs incurred, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-profit organization's non-federally sponsored activities. The amount paid for mileage reimbursement should not exceed HCJFS' reimbursement rate, which is the rate determined by the IRS. The reimbursement rate can be found on the IRS website.

Conference and meeting costs are allowable if the primary purpose is the dissemination of technical information relating to the proposed service. Purchased transportation is allowable if required for the delivery of the proposed service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS						
GASOLINE & OIL						
VEHICLE REPAIR						
VEHICLE LICENSE						
VEHICLE INSURANCE						
OTHER (PARKING)						
MILEAGE REIMBURSE. @ PER MILE						
CONFERENCES & MEETINGS, ETC.						
PURCHASED TRANSPORTATION						
TOTAL TRAVEL COSTS						

5

Instructions:

Column 1: List of travel costs by expense type. List any other travel costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 5 - SECTION G – INSURANCE COSTS

This section is used to enter insurance costs relevant to the delivery of the proposed service. Some agencies allocate all insurance costs to the Mgmt Indirect column of their budgets, and then allocate them along with all the other shared type of costs. If one service operated by the agency has disproportionate insurance costs (either higher or lower) than the other agency services, then a more appropriate method would be to show the insurance costs in the column for that service. Records substantiating development of the means of allocating must be provided with your budget submittal and also maintained in your agency.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
EXPENSES BY PROGRAM SERVICES						
G. INSURANCE COSTS						
LIABILITY						
PROPERTY						
ACCIDENT						
OTHER						
TOTAL INSURANCE COSTS						

5

Instructions:

Column 1: List of insurance costs by expense type. List any other insurance costs separately under, "Other".

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 6 - SECTION H – EQUIPMENT COSTS

This section is used to enter small equipment (items costing under \$5,000.00 and will be purchased during the budget period); equipment maintenance and repair; equipment lease costs; and depreciation costs for capital equipment (any item or group of like items costing \$5,000.00 or more) relevant to the delivery of the proposed service. Leased equipment in excess of \$5,000.00 must be depreciated. If your agency has, or acquires equipment costing \$5,000.00 or more with an anticipated useful life in excess of one (1) year a charge for depreciation is allowable.

Depreciation should be calculated using the straight-line method. Refer to IRS guidelines to determine the useful life of equipment. Follow the instructions on Page 7 of Budget Form to calculate depreciation.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	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						

6

Instructions:

Column 1: List of equipment costs by expense type.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 7 - 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, e.g. 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 items of equipment used by the Management 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.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
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 Service Proposed	Amount Charged to Service Proposed	Which Service Proposed
Total										

7

Instructions:

Column 1: Enter item to be depreciated.

Column 2: Enter “N” for new equipment or “U” for used equipment.

Column 3: Enter date of purchase.

Column 4: Enter acquisition cost of item.

Column 5: Enter salvage value.

Column 6: Subtract value entered in Column 5 from the value entered in Column 4.

Column 7: Enter useful life per IRS guidelines.

Column 8: Divide value in Column 6 by value in Column 7.

Column 9: Enter percent item will be used in the service proposed.

Column 10: Multiply value in Column 8 by percent in Column 9.

Column 11: Enter name of service proposed.

PAGE 8 – SECTION I - MISCELLANEOUS COSTS

This is the section to enter anticipated miscellaneous costs incidental to the delivery of the service proposed. Allowable miscellaneous include costs such as printing, advertising, postage, FBI background checks, and drug testing.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I. MISCELLANEOUS COSTS						
TOTAL MISCELLANEOUS COSTS						

8

Instructions:

Column 1: List miscellaneous costs separately.

Columns 2-4: Enter the costs that are directly associated with the service proposed.

Column 5: Enter the costs that are **indirectly** associated with the service proposed.

Column 6: Enter the costs that are not associated (directly or indirectly) with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 8 – SECTION J - PROFIT MARGIN

This section is for for-profit entities only. Enter the amount of anticipated profit being charged to the service proposed. The profit margin will be negotiated during contract negotiations.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
J. PROFIT MARGIN (For profit entities only- indicate the amount)						

8

PAGE 8 – SECTION K – SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION

This is the grand total of Sections A through J for each column. The values on this line should equal Sub-Total of Expenses Before Mgmt Indirect Allocation on Page 1 - Summary Page.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
EXPENSES BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION						

8

PAGE 9 – REVENUE BY PROGRAM SERVICES

Projected revenues of your agency should be entered for the same time period of the budget for expenses. Government contracts, including revenues expected to be received from HCJFS, should be listed separately (e.g. HCJFS, Butler County, etc.). “Fees From Clients” should only represent monies received directly from clients. These are not fees paid by third parties (insurance, Medicaid, contracts). Contributions from individual benefactors need not be listed individually unless they represent a significant proportion or amount of donated funds.

Total revenues shown MUST equal or exceed the total expenses shown on Page 1 – Summary Page.

REVENUE PREPARED FOR PERIOD
(Enter Begin Date of Budget) TO (Enter End Date of Budget)

(1)	(2)	(3)	(4)	(5)	(6)	(7)
REVENUE BY PROGRAM SERVICES	(Enter Name of Proposed Service)	(Enter Name of Add'l Proposed Service, if needed)	(Enter Name of Add'l Proposed Service, if needed)	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUE

A. GOVERNMENTAL AGENCY FUNDING (specify agency)						
HCJFS						
B. OTHER FUNDING						
Fees From Clients						
Contributions						
Awards & Grants						
Other (specify)						
TOTAL REVENUE						

9

Instructions:

Column 1: List funding sources.

Columns 2-4: Enter the revenues that are directly associated with the service proposed.

Column 5: Enter revenue such rental of facilities, interest income, investment income, contributions, etc.

Column 6: Enter all other revenues that are not associated with the service proposed.

Column 7: Column 7 is the sum of Columns 2 through 6.

PAGE 10 – RENEWAL YEAR ESTIMATED COST SHEET

Please estimate the total expenses and the unit rate by program for renewal years. These estimates will be used in helping HCJFS determine increases for the renewal years.

BCCS CONTRACT BUDGET
HCJFS CONTRACT BUDGET

RENEWAL YEAR ESTIMATED COST SHEET

(1)	(2)	(3)	(4)
PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES			

PROGRAM	RENEWAL YEAR 2 EXPENSE	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 1 and 2.
FAMILY & CHILDREN SERVICES			
TRANSPORTATION SERVICES			

Column 1: Please enter the estimated total expense for renewal year 1 by program. Further down under the second set of headings, please list the estimated total expenses for renewal year 2 by program.

Column 3: Please enter the estimated unit rate for renewal year 1 by program. Further down under the second set of headings, please list the estimated unit rate for renewal year 2 by program.

Column 4: Please write a detailed narrative of justifying the increased costs and unit rate.

Attachment C

Sample Budget

EXHIBIT III

AGENCY:

BUDGET PREPAID

FAMILY & CHILDREN SERVICES
TRANSPORTATION SERVICES

_____ TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN SERVICES	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS				0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

UNIT =

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

\$ _____ \$ _____

TOTAL REVENUE	#REF!	#REF!	98.00	0.00
---------------	-------	-------	-------	------

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

[illegible]

Please type narrative here.

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN SERVICES	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
B.PAYROLL TAXES				
FICA %				0.00
WORKER'S COMP. %				0.00
UNEMPLOYMENT %				0.00
BENEFITS				
RETIREMENT				0.00
HOSPITAL CARE				0.00
OTHER (SPECIFY)				0.00
				0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

NOTE: You must list the percentage amount on the FICA, Worker's Comp and Unemployment lines. Remember - Unemployment Taxes are based ONLY on the first \$9,000 of the employees salary.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and	FAMILY & CHILDREN SERVICES	MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
				0.00
				0.00
				0.00
				0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	0.00	0.00	0.00	0.00

Professional Fees & Contracted Services Narrative

Please type narrative here.

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

EXPENSES BY PROGRAM SERVICES		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES				
OFFICE				0.00
CLEANING				0.00
PROGRAM				0.00
OTHER (SPECIFY)				0.00
				0.00
				0.00
TOTAL CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00

Consumable Supplies Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS				
RENTAL @ PER SQ. FT.				0.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST				0.00
MAINTENANCE & REPAIRS				0.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER				0.00
TELEPHONE				0.00
OTHER (SPECIFY)				0.00
				0.00
				0.00
TOTAL OCCUPANCY COSTS	0.00	0.00	0.00	0.00

Occupancy Costs Narrative

Please type narrative here.

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
F. TRAVEL COSTS				
GASOLINE & OIL				0.00
VEHICLE REPAIR				0.00
VEHICLE LICENSE				0.00
VEHICLE INSURANCE				0.00
OTHER (PARKING)				0.00
MILEAGE REIMBURSE. @ _____ PER MILE				0.00
CONFERENCES & MEETINGS, ETC.				0.00
PURCHASED TRANSPORTATION				0.00
TOTAL TRAVEL COSTS	0.00	0.00	0.00	0.00

Travel Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS				
LIABILITY				0.00
PROPERTY				0.00
ACCIDENT				0.00
OTHER				0.00
TOTAL INSURANCE COSTS	0.00	0.00	0.00	0.00

Insurance Costs Narrative

Please type narrative here.

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN	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)				
				0.00
				0.00
				0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)				0.00
				0.00
				0.00
				0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)				
				0.00
				0.00
				0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00

Total Equipment Costs Narrative (Small Equipment, Equipment Maintenance & Repair, Equipment Lease, Equipment Depreciation)

Please type narrative here.

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 full 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.

Total			0.00		0.00		0.00		0.00
-------	--	--	------	--	------	--	------	--	------

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN SERVICES	MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
LMISCELLANEOUS COSTS				
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL MISCELLANEOUS COSTS	0.00	0.00	0.00	0.00
J. PROFIT MARGIN (For profit entities only)				0.00
K. SUB-TOTAL OF EXPENSES BEFORE MGMT INDIRECT ALLOCATION	0.00	0.00	0.00	0.00

Miscellaneous Costs Narrative.

Please type narrative here.

A rationale or basis for the allocation of Mgmt Indirect cost which details how the amount charged to the proposed service was determined must be included. Some agencies allocate these types of costs on staff salaries, total personnel costs, total direct cost of service proposed, and/or time studies. Records substantiating development of the means of these costs must be provided with your budget submittal and also maintained by your agency.

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

REVENUES BY PROGRAM SERVICES	FAMILY & CHILDREN SERVICES	MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)				
				0.00
				0.00
				0.00
B. OTHER FUNDING				
FEES FROM CLIENTS				0.00
CONTRIBUTIONS				0.00
				0.00
				0.00
				0.00
				0.00
AWARDS & GRANTS				0.00
				0.00
OTHER (specify)				0.00
				0.00
TOTAL REVENUE	98.00	0.00	0.00	0.00

Revenue Narrative

Please type narrative here.

EXHIBIT III

FAMILY & CHILDREN SERVICES TRANSPORTATION SERVICES

RENEWAL YEAR ESTIMATED COST SHEET

PROGRAM	RENEWAL YEAR 1 EXPENSE	RENEWAL YEAR 1 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal year 1
PROGRAM 1			
PROGRAM 2			

PROGRAM	RENEWAL YEAR 2 EXPENSE	RENEWAL YEAR 2 UNIT RATE	NARRATIVE - Please describe in detail the reasons for increased costs/expenses. This narrative will be used to help determine the amount of increase Provider may receive if HCJFS awards increases in renewal years 2.
PROGRAM 1			
PROGRAM 2			

Attachment D

Provider Certification

Hamilton County Department of Job and Family Services
Provider Certification Document

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 E

Declaration of Property Tax Delinquency

Declaration of Property Tax Delinquency
(ORC 5719.042)

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

Print Name _____ Date _____

Signature _____

State of Ohio - County of Hamilton Notary

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

Program

Attachment:

**Release of
Information**



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

Employer Name:	
Employee Name:	
Employee Address:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORDS AND FINGERPRINT-BASED CHECKS

Ohio Revised Code Sections 2151.86 and 5153.111 require criminal records and fingerprint-based checks with respect to any person who is responsible for a child's care in out-of-home care. Hamilton County Department of Job and Family Services requires certain of those checks to be performed on an annual basis thereafter.

HCJFS, and its funding organizations, may be required to audit the records of Providers to ensure compliance with provisions relating to criminal record and fingerprint-based checks.

I authorize HCJFS, and those entitled to audit its records, to review my personnel records, including, but not limited to, criminal records and fingerprint-based checks. This authorization is valid from the Authorization Date until one year after the termination of the contract between HCJFS and Provider that requires such criminal records and/or fingerprint-based checks.

Signature: _____

Authorization Date: _____

Attachment G

RFP

Registration

Form

REQUEST FOR PROPOSAL REGISTRATION FORM

RFP KB01-21R

for **FAMILY CHILDREN'S SERVICES TRANSPORTATION SERVICES**

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

Kris Bullock

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 bidder may contact any HCJFS, county official, employee, project team member or evaluation team member.* Providers 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 the rejection of the Provider's Proposal. This includes attempts to influence the RFP process, evaluation process or the award process by Providers 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 pre-proposal conference 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 PRE-PROPOSAL CONFERENCE:	
SIGNATURE:	

Registration helps insure that vendors will receive any addenda 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.

***RFP Registration Forms are due: 12/16/2021 9AM**

Only vendors registering for the RFP will be considered for a contract. All other vendors will be disqualified.

Please fax this completed page to HCJFS Contract Services at (513) 946- 2384.
You can email a scanned copy to HCJFS_RFP_COMMUNICATIONS@jfs.hamilton-co.org

Attachment H

Program

Attachment:

No Responsible

Party at Home

TRANSPORTATION SERVICES PROCEDURAL MEMO

TSPM #:	011-E	OAC Reference:	5160-15-11
Effective Date:	Immediately	COA Reference:	None
Approved By:	Judy Leonard	Cross Reference:	Community Transportation Plan
Approval Date:	7/27/2020	Obsoletes:	All previous versions

No Responsible Party at Home

Background

This memo establishes guidelines for instances in which a minor child using NET/Non-NET transport is unable to be dropped off at home, as a responsible adult is not present to receive the child. A responsible adult is defined through the consent and requisition process. The consent is completed by the parent/guardian.

Consent, Requisition and Alternative Drop Offs

Prior to authorizing Non-Emergency Transportation (NET), the parent/guardian must complete and sign an [HCJFS 3305 – Transportation Services Consent Form](#).

The consent form provides multiple options for listing alternative drop off names, addresses and phone #'s for those times that the parent/guardian cannot be at home for the drop off. All individuals listed on the consent must be 18 or older. The expectation is that all are made aware they are listed on the consent and agree to serve as an alternative drop off.

Ongoing **planned** drop off names and locations are provided through the request for services.

No Responsible Adult to Receive Child

If no responsible party is available at the time of the child's drop-off, the transportation provider will attempt to reach the following parties in the order listed below :

- Parent/guardian by phone
- All alternate phone numbers listed for the parent/guardian or other caregivers authorized to receive the child in lieu of the parent/guardian
- Emergency contact for the site, if this is a Day Treatment (DT)/Partial Hospitalization (PH) transport
- 241-KIDS and the NET Supervisor or Section Chief (within one hour as a critical incident).
- Every attempt is made to avoid transporting the child to 241-KIDS.

The transportation provider will attempt to advise the parent/guardian of the steps taken and the drop off location of the child. An [HCJFS 3303 – Transportation Incident Report](#) will be submitted within 24 hours to Transportation Services and the DT/PH facility.

Suspension and/or Termination of Contracted Services

Cab/van transportation may be suspended if there are **two** occasions in which no responsible party is home for the return of the child. Transportation Services may be reinstated if the parent/guardian identifies a workable solution to have a responsible party present upon the child's arrival.

Attachment I

Program

Attachment:

Transportation

Incident Report



HCJFS Transportation Services

Main Office: 222 East Central Parkway, Cincinnati, Ohio 45202-1225

General Information: (513) 946-1000

General Information TDD: (513) 946-1295

www.hcjfs.org

Transportation Incident Report

E-mail to: TransportationServices@JFS.Hamilton-co.org within 24 hours of incident.

Incident Detail:		Consumer Information:			Reporter Information:	
Date of Report:		Name:			Name:	
Date of Incident:		Address:			Signature:	
Incident Time: <input type="checkbox"/> AM <input type="checkbox"/> PM		City:	State:	Zip Code:	Van/Bus #:	Check: <input type="checkbox"/> RR driver <input type="checkbox"/> Other: (specify)
Incident Location:		Check: <input type="checkbox"/> Child <input type="checkbox"/> Adult	Age:		Report sent to facility listed below:	
<input type="checkbox"/> No Responsible Adult at Home per Procedure Memo 011 – Program is to provide response indicating parent/guardian is informed of consequences of continued reports. This is a critical incident tracked separately.						
<input type="checkbox"/> Vehicle accident (involving passengers) – Critical incident reported by RR – No response required by program site						
<input type="checkbox"/> FYI only - No response required by program site						
Critical Incident <input type="checkbox"/> Report of abuse/neglect <input type="checkbox"/> Medical emergency/injury <input type="checkbox"/> Police involvement <input type="checkbox"/> Unauthorized exit from vehicle <input type="checkbox"/> Possession of weapon/drugs <input type="checkbox"/> Behavioral w/ serious injury <input type="checkbox"/> Damage/destruction/theft of property				Behavioral Incident <input type="checkbox"/> Physical fighting/violence <input type="checkbox"/> Overt threats/aggression directed at a child <input type="checkbox"/> Threats/aggression directed at monitor/driver <input type="checkbox"/> Threatening behavior by parent/guardian <input type="checkbox"/> Tampering w/ or refusal to use safety restraints <input type="checkbox"/> Attempting to exit vehicle without permission <input type="checkbox"/> Sexualized behaviors <input type="checkbox"/> Use of object as a weapon <input type="checkbox"/> Child could not be transported and remained at program site		
Additional Description of Incident and Driver/Monitor Resolution of Incident: (use additional paper if necessary)						
Medical Treatment? <input type="checkbox"/> Yes <input type="checkbox"/> No	Transport for Treatment: <input type="checkbox"/> Vendor <input type="checkbox"/> Ambulance <input type="checkbox"/> Other: (specify)	Medical Treatment provided at: <input type="checkbox"/> Hospital: (specify) <input type="checkbox"/> Other: (specify)		Medical Services Provided:		
Police Report? <input type="checkbox"/> Yes <input type="checkbox"/> No	Police Agency:	Date of Police Report:		Time of Police Report: <input type="checkbox"/> AM <input type="checkbox"/> PM		
DT/PH Site Response:						
Received by:				Date Received:		
Program response to report: <input type="checkbox"/> Conference with child & parent/guardian <input type="checkbox"/> Removal of program privileges <input type="checkbox"/> Rewards and incentives for good behavior <input type="checkbox"/> Therapeutic interventions specific to van behavior <input type="checkbox"/> Program suspension for ____ days <input type="checkbox"/> Other: (describe)						

Attachment J

Program

Attachment:

Procedural

Memo

TRANSPORTATION SERVICES PROCEDURAL MEMO

TSPM #:	TSPM 002-E	OAC Reference:	5160-15-11
Effective Date:	Immediate	COA Reference:	None
Approved By:	Judy Leonard	Cross Reference:	Community Transportation Plan
Approval Date:	12/16/19	Obsoletes:	All previous versions

Incident Reports/Behavioral Suspensions

Purpose

This memo establishes guidelines for the documentation and review of Incident Reports received from the contracted vendor(s) or any assigned subcontractors. All reports utilize the [HCJFS 3303 – Transportation Incident Report](#). Subcontractors are to submit Incident Reports via the vendor.

The **mode** of service offered may be impacted by the consumer's failure to comply with NET rules. Transportation by cab/van services may not be provided to consumers acting in a manner which could cause harm to the driver/monitor or other passengers.

Critical Incidents

For most purposes, **critical incidents** are defined as:

- Report of abuse/neglect
- Medical emergency/injury
- Police involvement
- Unauthorized exit from vehicle
- Possession of weapon/drugs
- Behavioral w/ serious injury
- Damage/destruction/theft of property

Reports of No Responsible Adult at Home and vehicle accidents involving passengers are reported separately.

The following are reported outside of the Incident Report process:

- Information related to any lawsuit filed against the vendor or its subcontractors, specific to HCJFS transportation services
- Allegations of misconduct by employees of a vendor, including subcontractor employees

When HCJFS receives a critical incident involving **child abuse and/or neglect** allegations, the Children's Services Intake Screening Supervisors and Section Chief(s) must be provided copies of the report.

Deadlines for critical incidents:

- For critical incidents, the vendor must contact the Transportation Services Supervisor or Section Chief by phone, within **one hour** of the incident.
 - For all incidents, the vendor must also complete an Incident Report within **twenty-four (24) hours of the actual incident** and send to TransportationServices@jfs.hamilton-co.org.
-

Behavioral Incidents

Behavioral incidents may be defined as behavior which jeopardizes the safety and/or well-being of other passengers and/or the driver/monitor. **Most behavioral incidents are considered non-critical incidents to be addressed at the discretion of HCJFS Transportation Services.**

Examples include, but are not limited to:

- Physical fighting/violence
- Overt threats/aggression directed at another child or the driver/monitor
- Threatening behavior by parent/guardian
- Tampering w/ or refusal to use safety restraints
- Attempting to exit the vehicle without permission
- Sexualized behaviors
- Use of object as a weapon

HCJFS may request video from the reporting vendor to verify information in the report prior to taking any action.

Incidents Specific to DT/PH

Incidents involving **Day Treatment/Partial Hospitalization (DT/PH)** consumers will be addressed in the following manner:

- Each DT/PH program is to identify a point of contact for receipt of Incident Reports.
- The vendor will provide electronic copies of the Incident Report to the point of contact.
- Transportation Services will review Incident Reports and expect the program to address the behavior within their program, especially for minor incidents.
- When children present with behaviors which have not de-escalated prior to transport, **no transport will occur**, and the program site will notify the parent or guardian that the child will remain at the site until arrangements are made for pickup of the child.

HCJFS Right to Impose Suspension

HCJFS always reserves the right to impose a suspension of cab/van services based on the severity of the behavioral incident or an ongoing history of incidents.

HCJFS will notify the program and vendor in writing and set an effective date for the suspension or reinstatement.

Reinstatement of cab/van services will be based on a signed letter (on letterhead) from a licensed professional re: therapeutic interventions and a statement that the child is ready to return to group transport.

Alternative Transportation

If the suspended rider is eligible to use public transportation, the consumer may be provided daily or thirty-day bus passes, depending on need. Consumers who are not capable of using public transportation will need to secure alternate means of transportation.

Attachment K

Program

Attachment:

NET Complaint

Process

TRANSPORTATION SERVICES PROCEDURAL MEMO

TSPM #:	016-R	OAC Reference:	5160-15-11
Effective Date:	Immediate	COA Reference:	None
Approved By:	Judy Leonard	Cross Reference:	Community Transportation Plan
Approval Date:	11/5/2021	Obsoletes:	All previous versions

NET Complaint Process

Purpose

Complaints are strictly for **contracted vendor performance issues**, based on the contractual agreement between HCJFS and the vendor.

Definition

Common examples of complaints are late vans, late pick-ups, lack of adherence to proper use of child safety seats, improper transfer of custody and driver behavior.

Process for Email

JFS contacts for the complaint process are listed below:

Tracey Cottrell tracey.cottrell@jfs.ohio.gov

Najee Leary najee.leary@jfs.ohio.gov

Judy Leonard judy.leonard@jfs.ohio.gov (child safety issues only)

General Guidelines

- Parents can submit a complaint on behalf of their child, or the DTPH program location representative can follow the email process above. Parent complaints can be directed to 946-1000, option 6.
- Email complaints should be submitted utilizing the [HCJFS 3564 - Complaint Template](#).
- **Scheduling issues** – verify correct information is on requisition and if there is still a concern contact HCJFS NET via email at transportationservices@jfs.ohio.gov.

Vendor Responsibility

Contracted vendors are responsible for reviewing and responding to complaints within 48 hours of the report. Where the issue is child safety, such as misuse of car seats, child left unattended or chain of custody not followed, or child behavior on van that is threatening to self or others, the vendor must respond within **24 hours** and provide video, if available, of the transport.