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ADDENDUM # 5

March 9, 2016

RFP# SB01-15R – Transportation for Non- Emergency Medicaid, Pregnancy Related & Healthchek Services

The deadline for HCJFS to issue Final RFP answers or Addenda is extended to March 14, 2016.

Change to RFP Language.

RFP currently reads:

Section 1.4.4 Employee Criminal Record and Central Registry Checks currently reads:

1.4.4 Employee Criminal Record and Central Registry Checks

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 Criminal Record and Central Registry Check results. Additionally, Provider will provide the HCJFS Contract Specialist with a monthly electronic report of all newly hired drivers and monitors, along with copies of their Criminal Record and Central Registry Check results.

The new hire report and copies of their Criminal Record and Central Registry Check results shall be due no later than the end of the month following the month that all criminal records check and central registry checks are completed.

RFP is changed to read:

1.4.4 Employee Criminal Record and Central Registry Checks

Upon execution of the contract, Provider shall provide the HCJFS Contract Specialist with an electronic report comprised of a complete roster of all Provider and Subcontractor's drivers and monitors, along with copies of their Criminal Record and Central Registry Check results. Additionally, Provider will provide the HCJFS Contract Specialist with a monthly electronic report of all Provider and Subcontractor's newly hired drivers and monitors, along with copies of their Criminal Record and Central Registry Check results.

The new hire report and copies of their Criminal Record and Central Registry Check results shall be due no later than the end of the month following the month that all criminal records check and central registry checks are completed.



The following are HCJFS' answers to questions received:

1. Question:

Section 1.1 Original term is two (2) years with two years of renewals possible.

Would HCJFS consider making renewals upon mutual agreement of the parties?

Answer: No

2. Question:

Section 2.0 Provider Proposal A

a. Does the limit of 200 pages apply to the entirety of the proposal including attachments? Including attachments such as those required in 2.2.2 L Annual Reports would jeopardize our ability to respond to the scope of work in a meaningful way.

b. Can you confirm that the Annual Report requirements will not count against the 200 page limit?

Answer: The limit of 200 pages is for the 6 copies provided. The original proposal may exceed the 200 pages due to the inclusion of documents mentioned in Section 2.2.2 paragraphs K and L.

3. Question:

Section 2.3 Budgets and Cost Considerations

a. Would HCJFS consider a termination clause that would allow contractor to stop services if invoices are unpaid for more than 60 days?

b. Would HCDJS include a provision within the contract noting that the Provider would not be responsible for providing services beyond the maximum contract amount?

Answer: No to 4a and 4b.

4. Question:

Sample Contract Section 5.

Regarding the use of information, systems and records, please clarify that Provider would be able to use this data and systems for its internal management and operations, which would technically be outside of fulfilling the contractual duties of the contract.

Answer: No

5. Question:

Sample Contract Section 6.

Would HCJFS consider either striking this provision or including a provision that the parties would renegotiate rates in the event of material increase/decrease of services caused by HCJFS's use of other providers?

Answer: No

6. Question:

Sample Contract, Section 8.

Would HCJFS consider amending section 8 of the sample contract to allow for notification within 5 business days regarding compliance/licensing reports to allow for our internal investigations, oversight and reporting processes to be triggered?

Answer: To be discussed during any contract negotiation.

7. Question:

Penalties/Liquidated Damages, Section 22, Pages 13-14

- a. Would the HCJFS consider modifying the language here so that the dollar amount of some of the penalties were reduced?
- b. Additionally, may we modify the language such that Contractor gets notice of alleged penalties within a certain time frame so that it can determine if they were issues outside its control?
- c. Would the HCJFS consider adding language such that if the County does not alert the Contractor to the alleged default, that LD assessment will be waived?

Answer: No – if Question refers to Section 1.2.3 pages 13 – 14.

8. Question:

Sample Contract, Section 12. County only needs to give 30 days notice to terminate for convenience. This notice is very short considering we may have a number of vehicles and employees associated with the contract.

- a. Would HCJFS consider making this 60 days' notice so that we could provide our employees with sufficient advanced notice re: termination for convenience?
- b. Would HCJFS consider adding a mutual termination for cause clause?

Answer: a. To be discussed during any contract negotiation
b. NO

9. Question:

Service Level Adjustments.

Would HCJFS consider adding the following language?

“Where HCJFS requested or regulatory guided changes materially impact the service levels, personnel levels/requirements, or equipment levels/requirements necessary for Contractor to perform the services from those assumed under the RFP when published, or if service levels increase/decrease by more than five percent (5%) during any rolling six (6) month period, the parties shall negotiate in good faith to adjust the rates at which services are provided to cover increase or decreases in cost structure associated with such changes.”

Answer: No

10. Question:

Service Level Increases/Contract Renewal Section B. Page 29

Would the HCJFS consider additional language in this Section to provide for rate adjustments if/when the amount of routes agreed upon at the beginning of the contract change?

Answer: No

11. Question:

Page 27: Please confirm items K and L (included only in the Original proposal) do not count toward the 200 page limit.

Answer: see question #2

12. Question:

May the required forms (including all of the pricing pages) be excluded from the 200 page limit?

Answer: see question #2

13. Question:

May job descriptions and resumes be excluded from the 200 page limit?

Answer: see question #2

14. Question:

Please clarify if Attachment D: Declaration of Property Tax Delinquency is required to be submitted with the proposal, or after award as stated on page 40, Section 2.8.

Answer: After award per page 40, Section 2.8.

15. Question:

Section 2.7 Indemnification.

Would HCJFS consider the following addition to the indemnification sections:

“However, Provider is not responsible to indemnify, release, protect, defend or hold the Indemnified Parties harmless to the extend such losses, liability, expense, claims or demands arise out of or are caused by the negligence or willful misconduct of Indemnified Parties, third parties not under the direction or control of Provider, rider on rider violence, or Provider’s good faith adherence to HCDJF’s directives, policies or procedures.”

Answer: To be discussed during any contract negotiation.

16. Question:

Section 4.4 and Section 4.6, Stage 1A. Proposals are to be received by HCJFS by no later than Thursday, March 30, 2016, 2:00 P.M. (EST). March 30th is a Wednesday.

Please clarify if the proposals are due by Wednesday March 30th or Thursday March 31st.

Answer: Wednesday, March 30, 2016, 2:00 P.M. (EST). Proposals received after this date and time will not be considered.

17. Question:

Award. Please confirm the date of the award.

Answer: It is currently anticipated that award would occur sometime during the month of June.

18. Question:

Do the totals, 11m annually, paid to current contractor include fuel surcharges? If yes, can we get a break out of those charges?

Answer: No

19. Question:

How is current provider reimbursed for 28 monitors other than the driver? Daily Rate? Hourly? Are those costs included in the \$11,000,000 annual cost? If yes, can we get a break out of those charges?

Answer: All costs are invoiced through the unit rate.

20. Question:

Who determines when a group requires a monitor?

Answer: See Section 1.2 H - all group transportation for children under age 8 requires a monitor. Assignment of monitors based on risk is at the sole discretion of HCJFS.

21. Question:

As the Provider is also performing transportation services; does the State currently have a Waiver 1915(b) of the Social Security Act of 1965 in place for the broker to also be the provider of transportation services?

Answer: See Addendum #2

22. Question:

The Hamilton County Job & Family Services Annual Report from 2014 lists Medicaid Transportation expenses of \$10,538,367.00.

- a. Does this number include transportation costs along with program administration?
- b. Does this include administration costs of both HCJFS and the provider or, HCJFS only?

Answer: a. and b. Amount includes costs for contracted and non-contracted transportation services. Administrative costs for HCJFS are not included.

23. Question:

Can you provide the current pricing for all services outlined in the RFP?

Answer: See Addendum #3

24. Question:

Will the provider need to arrange for Emergency Room discharge trips outside the 4am – 10pm window?

Answer: No.

25. Question:

In instances of urgent transportation need, is the ability to utilize a taxi partner an option?

Answer: No

26. Question:

Section 1.2 Scope of Service, F 1. Authorizations shall be made a minimum of 5 days prior to trip:

- a. How far ahead can be trips be authorized?
- b. Are any long-term authorizations made – for example are a series to trips authorized for a number or weeks or months for such services as trips to Dialysis?

Answer:

- a. Trips are authorized any time after the 20th of the previous month for the current month. Trips can be authorized within the current month as long as five day rule is met.
- b. Trip authorizations are limited to a calendar month. Includes calls received by HCJFS and electronic/paper requests from dialysis clinics and Day Treatment/Partial Hospitalization programs.

27. Question:

Section 1.2 Scope of Service C. HCJFS shall provide Provider with trip specific service authorizations...

- a. Would you confirm that all trips are authorized trip-by-trip?
- b. Does a round-trip receive two trip authorizations – one for each leg of the trip?
- c. Are any subscription trips approved – for example for recurring trips for dialysis?

Answer:

- a. All trips are authorized at the trip leg level with a unique trip and leg identification number.
- b. See a.
- c. See question 27.

28. Question:

Section 1.2 Scope of Service F. An authorization for service will be transferred electronically and encrypted to Provider, who shall then schedule and provide the service.

Is this transfer done via the FTP or via email, fax?

Answer: FTP

29. Question:

Section 1.2 Scope of Service G. Provider shall establish a phone line for Consumers to call and obtain information on pick up times for trips scheduled for the next day.

Is the phone number provided by HCJFS or by the Provider?

Answer: Provider

30. Question:

Section 1.2 Scope of Services I. Transportation will be for curb to curb service.

For trips with unaccompanied children; at drop-off, will parent or legal guardian meet child curbside?

Answer: That is the expectation.

31. Question:

Section 1.2 Scope of Service K. A Consumer will not ride longer than (75) minutes per leg:

- a. Does the County have a mileage calculation as part of this determination?
- b. What are the geographic boundaries for "Greater Cincinnati Area?"
- c. Would the I-275 loop broadly define the boundaries?
- d. Are post-authorizations possible in instances of unforeseen conditions such as a traffic-accident that causes significant delays?

Answer:

- a. No
- b. 125 mile radius of HCJFS (222 East Central Parkway, Cincinnati, Ohio)
- c. See b.
- d. No

32. Question:

Section 1.2.2 Service Components F. Providing infant/child car seats:

- a. Do trip authorizations clearly indicate when such a seat is required?
- b. Do trip authorization indicate which type of seat is required?
- c. Do trip authorizations clearly state the current height/weight of the consumer requiring the car seat?

Answer:

- a. Yes
- b. Yes
- c. No

33. Question:

Section 1.2.2 Service Components F.

Is HCJFS willing to substitute the requirement that the Provider provide the appropriate car seat with a requirement that the Consumer provide the appropriate car seat and that the Provider will alert HCJFS in instances where the Consumer lacks such a seat?

Answer: No

34. Question:

Section 1.2.2. Service Components J. In the cases of scheduling errors and when outside of HCJFS business hours, the Provider may, without prior approval from HCJFS, transport a Consumer with recurring appointments.

In what instances will Provider be reimbursed in situations such as what is outlined in this section? As this may have a negative impact in member preventative medical treatment, would HCJFS be open to adjusting this policy?

Answer:

If monthly trips are authorized for the client for a recurring trip and one trip is not authorized, this may be submitted. The other possibility is adding a leg to a trip to transport a minor to 241 KIDS if no adult is at home.

No adjustments to this policy are anticipated.

35. Question:

Section 1.2.2. Service Components L. Driver shall dedicate an employee(s) to respond to non-medical emergencies....May the employee dedicated to this task also have other work functions or is the intention of this section to create a position that solely works on non-medical emergencies?

For example, may an employee dedicated to this task also serve as a dispatcher/scheduler?

Answer: Yes, the expectation is neither function is compromised.

36. Question:

Section 1.2.3 Performance/Service Feedback. Mentions a professional market research company or accredited university to administer a survey. Who is currently conducting these surveys?

Answer: Creative Consumer Research

37. Questions

Section 1.3 Qualifications A. Citizenship.

Can an individual with a student visa be hired for work required under this solicitation?

Answer: No

38. Question:

Section 1.3 Vehicles and Equipment Requirements G. 1.

May drivers be licensed in OH, KY, or IN?

Answer: Yes as long the driver meets the requirements of the ORC and OAC for the type of vehicle driven and records are available for review.

39. Question:

Section 1.3.1 Vehicles and Equipment Requirements. Mentions a Current Provider and two subcontractors.

Who is the current provider and who are the current sub-contractors?

Answer: See Addendum #3

40. Question:

Section 1.4 Reporting Requirements.

Are there any expectations on reporting call metrics and stats such as; hold times, number of calls, average hold times, abandoned calls, or similar?

Answer: No. The reports in this section are not related to the examples provided.

41. Question:

Section 1.4.1 Monthly Staffing Report.

Is this report to cover both the Provider and any subcontractors, or the Provider only?

Answer: Both

42. Question:

Section 1.4.2 Records of Vehicle Inspection.

Is this report to cover both the Provider and any subcontractors, or the Provider only?

Answer: Both

43. Question:

Please provide a copy of the current contract with the incumbent provider.

Answer: The questions and answers are for clarification of the RFP. Requesting a copy of the current agreement does not fall within that intent. Please submit the public records request form attached below.

Additional Questions and Answers will be provided in a future Addendum.



HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC RECORD REQUEST FORM

Help us to serve you responsibly & respectfully...

Instructions: To help us fill your request, please complete the top portion of this form. The first ten pages are free and all pages thereafter are \$.05 per page (two-sided pages are counted as one page). You may make payment in cash or a check written to "Hamilton County Treasurer."

Information Requested:

Name:

Company/Organization:

Street Address:

City/ State/ Zip:

Phone #: ()

Fax #: ()

Signature:

Date:

FOR OFFICE USE ONLY

Public Records Released? YES NO

If released, was any information redacted? YES NO

If Yes, list what type of information was redacted and the ORC code granting legal authority for the redaction:

If NOT released, please check the reason below:

- Record is not kept in this office
- Record has met retention period and has been disposed of
- Record is exempt from disclosure per ORC Section: _____
- Record does not exist (or does not exist in format requested)

Was assistance provided to help with the specifics of the request? YES NO

If yes, please explain:

Was a copy of the Policy and/or Retention Schedule given to the Requestor? YES NO

In what format were the records provided? Paper Disk/CD Electronic
By what method of delivery? In-Person U.S. Mail Fax Email

Employee Filing Request:

Date: