



**REQUEST FOR PROPOSALS FOR
NON-EMERGENCY TRANSPORTATION FOR
MEDICAID ADULTS AND
GROUP TRANSPORTATION FOR MEDICAID MINORS**

SC05-21R

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

January, 2022

Deadline for Proposal Registration: February 4, 2022 no later than noon EST

Due Date for Proposal Submission: On or Before March 11, 2022, no later than 11:00 a.m.

TABLE OF CONTENTS

1.0	REQUIREMENTS & SPECIFICATIONS	5
1.1	Introduction & Purpose of the Request for Proposal	5
1.2	Scope of Service	6
1.2.1	Population.....	10
1.2.2	Service Components and Business Deliverables	11
1.2.3	Complaint Resolution	13
1.3	Employee Qualifications	14
1.3.1	Vehicles and Equipment Requirements.....	17
1.3.2	Technology Requirements	19
1.4	Reporting Requirements	20
1.4.1	Employee Criminal Record Bureau of Motor Transcripts	21
1.5	Program Components	21
2.0	PROVIDER PROPOSAL	25
2.1	Cover Sheet	25
2.2	Reserved.....	26
2.3	Budgets and Cost Considerations	26
2.4	Customer References	28
2.5	Personnel Qualifications	29
2.6	FinancialDocumentation.....	29
2.7	Declaration of Property Tax Delinquency	30
2.8	Proposal Documents	30
3.0	PROPOSAL GUIDELINES.....	39
3.1	Program Schedule	39
3.2	RFP Contact Person	39
3.3	Registration for the RFP Process	40
3.4	RFP Questions	40

3.5	Prohibited Contacts	41
3.6	Provider Disclosures	42
3.7	Provider Examination of the RFP	42
3.8	Addenda to RFP	42
3.9	Availability of Funds	43
4.0	SUBMISSION OF PROPOSAL	44
4.1	Preparation of Proposal	44
4.2	Cost of Developing Proposal	44
4.3	False or Misleading Statements	44
4.4	Delivery of Proposals	44
4.5	Acceptance & Rejection of Proposals.....	45
4.6	Evaluation & Award of Contract	45
4.7	Proposal Selection.....	48
4.8	Post-Proposal Meeting	48
4.9	Public Records.....	49
4.10	Provider Certification.....	50
4.11	Public Record Requests Regarding This RFP.....	50

Attachment A	Cover Sheet
Attachment A-1	Program Component Checklist
Attachment B	Contract Sample
Attachment C	Budget and Instructions
Attachment C-1	Sample Budget
Attachment D	Provider Certification
Attachment E	Declaration of Property Tax Delinquency
Attachment F	Release of Personnel Records & Criminal Records Checks
Attachment G	RFP Registration Form
Attachment H	Transportation Incident Reports/Behavioral Suspensions
Attachment I	Transportation Incident Report

Attachment J	No Responsible Party at Home
Attachment K	Complaint Process
Attachment L	Transportation Authorization Orders
Attachment M	Examples of Providers and their Locations

REQUEST FOR PROPOSAL (RFP)

NON-EMERGENCY TRANSPORTATION FOR MEDICAID ADULTS AND GROUP TRANSPORTATION FOR MEDICAID MINORS

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 AND 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 non-brokerage, non-emergency transportation for Medicaid eligible adults and children. A small percentage of minors are accompanied by a responsible adult, but the largest percentage require group van transportation to day treatment/partial hospitalization Medicaid services. HCJFS desires multiple Providers to deliver all the services described in the Scope of Services in this Request for Proposals (RFP). Subcontractors are permitted for adult transportation, or for minors with accompanying adults. No subcontractors are permitted for group transportation for Medicaid minors to day treatment/partial hospitalization. HCJFS' need is for the selected Providers to coordinate service delivery to assure high quality transportation services and increased efficiency/cost effectiveness in providing these services to HCJFS consumers. Transportation services under this contract will be delivered primarily in Hamilton County, OH with some locations served in adjacent counties (including, but not limited to, Butler, Warren, and Clermont). On few occasions, a trip may require transportation out of the Tri-State region.

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. The resulting contract serves two distinct populations:

- A. Medicaid eligible adults (and accompanied minors) traveling to Medicaid billable services. A significant number are recurring appointments such as dialysis, substance abuse treatment and mental health services.
- B. Medicaid minors traveling in groups to Medicaid billable services, including, but not limited to, day treatment/partial hospitalization programs.

Individuals from these populations, who have been authorized by HCJFS to receive transportation services, shall be referred to herein as Consumer(s).

The intent of this RFP is to secure pricing for a maximum of four (4) years consisting of an initial term (Initial Term) of two (2) years and a renewal term (Renewal Term) of two (2) years. The Renewal Term will be at the option of the County (HCJFS). Provider must submit a proposal for both the Initial Term and the Renewal Term. The purpose of the pricing structure is to minimize the costs for Provider and for the County (HCJFS). HCJFS specifically reserves the right to negotiate, to the extent legally permissible, any terms, conditions or requirements set forth in this RFP.

If at any time during the Initial Term or any Optional Renewal Term, HCJFS determines service capacity needs to be expanded, then 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 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).

1.2 Scope of Service

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

- A. Provider shall schedule, coordinate and monitor the transportation. Provider services shall comply, at a minimum, with the requirements set forth in Ohio Administrative Code effective July 1, 2021. (OAC 5160—15-01 and 5160-15-10, 14) and any other applicable federal, state, local laws, rules and regulations and any applicable requirements for each particular program area described in this RFP.

- B. Provider shall coordinate transportation trips to both optimize efficiency and consumer safety in a manner that results in prompt response times.
- Provider shall continuously review and compare actual service results, implementing changes as necessary to improve transportation services.
- C. HCJFS shall provide Provider with trip specific service authorizations based upon Consumer requests received by HCJFS and HCJFS confirmation of current Medicaid eligibility.
- Requests are submitted by email by the service location and by calls to the HCJFS/NET Call Center.
- D. Requestors will be instructed to request transportation services via a monthly requisition or at least five (5) business days in advance of the appointment. New clients may be added at any time in the month with at least five (5) business days' notice in advance of the first trip. Changes to existing monthly transportation are approved in limited circumstances at the discretion of HCJFS only. In limited circumstances, for adults and accompanied minors, HCJFS may schedule urgent trips, with two (2) days or less notice in advance of the trip, for dialysis related issues or hospital release.
- E. Provider may not transport Consumers to locations except those specifically stated in the authorization.
- F. Transportation services shall be provided at the request and authorization of HCJFS for transportation to services such as, but not limited to: day treatment/partial hospitalization, medical, dental, therapy, behavioral health treatment, dialysis, pharmacy and additional services authorized by NET.

An authorization for service will be transferred electronically and encrypted to Provider, who shall then schedule and provide the service. Authorizations will be forwarded to Provider with the following expectations:

1. Monthly authorizations will be sent to the Provider after the 20th of the month preceding the service month; and
2. It is generally expected requests for new consumer authorizations shall be made a minimum of five (5) business days prior to the first trip date; and

3. It is generally expected that authorizations shall be made a minimum of five (5) business days prior to the trip date for existing consumers.
- G. Provider shall establish a means for Requestors/Consumers to obtain information on pick up times for trips for new clients and changes to existing routing.
- H. Provider shall provide an additional driver/monitor at the request of HCJFS. This will be in very limited circumstances and is based on risk to other riders and/or behavioral issues.
- I. Transportation will be for curb-to-curb service. Many consumers utilize specified return times, especially for recurring appointments such as minors traveling in groups to day treatment/partial hospitalization programs and adults receiving dialysis treatments.
- J. Transportation is in the form of car/van transportation for adults traveling to Medicaid billable services or van transportation for groups of children going to the same location, unless authorized otherwise by HCJFS.
- K. Provider must ensure a Consumer will not ride in transportation vehicles during any single transport leg for more than seventy-five (75) minutes while traveling to or from an authorized destination, unless authorized by HCJFS. The exception is an authorized alternate drop off for a minor with no responsible adult at home and no waiver of the same or authorized by HCJFS.
- L. Provider shall defer to HCJFS to determine any termination of curb to curb service for Consumers in cases where disruptive behavior merits consideration of redirection to public transportation or other methods of transportation. See Attachment H - HCJFS 3547 Non-Emergency Transportation (NET) Rules; Attachment I – Transportation Services Procedure Memo (TSPM) 002 Transportation Incident Reports/Behavioral Suspensions and Attachment J – HCJFS 3303 – Transportation Incident Report.
- M. Provider shall maintain daily trip sheets or similar electronic records verifying that services were provided. Minimum information requirements include but are not limited to: printed minor Consumer name, 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.

- N. Provider shall make verbal contact with the HCJFS Transportation Services Supervisor within one (1) hour of the occurrence of a critical incident. If the Transportation Services Supervisor is unavailable Provider shall contact the supervising Section Chief. A critical incident includes but is not limited to: no responsible adult at home to receive child, vehicle accident, trauma or injury, danger to life or limb, death and/or medical involvement, or an incident or event that may result in media involvement for HCJFS. Please see Attachment I for a full listing of critical incidents.

The Provider shall also e-mail a detailed written incident report within twenty-four (24) hours of the critical incident. If a review of the available reports determines additional information for proper and meaningful analysis is required, HCJFS shall conduct follow-up with the Provider.

- O. Provider shall e-mail any non-critical incident reports within twenty-four (24) hours of the actual incident to HCJFS Transportation Services. The report shall detail what occurred, staff involvement, outcome(s), and resolution. Reports that are purely informational and do not require intervention or follow-up shall be labeled "FYI." Please see Attachment H – Transportation Services Procedure Memo (TSPM) 002 Transportation Incident Reports/Behavioral Suspensions and Attachment I – HCJFS 3303 – Transportation Incident Report.
- P. 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 resolution, reporting and follow up, employee requirements, Consumer management, and vehicle management.

All policies and procedures shall be compiled in a manual format and shall be made available at HCJFS' request. HCJFS will intervene on complaints only when resolution is not provided by the provider.

- Q. If contacted by the media or any other party about the contract, Provider must notify the HCJFS Transportation Supervisor or Section Chief in lieu of responding immediately to media or other third party requests.
- R. The Provider shall maintain, locally, all documents and records related to this contract for a minimum of six (6) years, unless otherwise requested by HCJFS. All Provider records shall be available for review upon request in Cincinnati either electronically (scanned or original electronic record) or in hard copy.

1.2.1 Population

The following data is provided for planning purposes only. 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 Non-Emergency Transportation for Medicaid Adults and Group Transportation for Medicaid Minors service that it will purchase pursuant to this RFP.

Medicaid eligible adults receive transportation to Medicaid billable services. On occasion, a Medicaid child will be transported with an accompanying adult.

- A. Transportation for Non-Emergency Transportation for Adult Medicaid/Accompanied Minors –
 - From January – December 2019: 305,666 completed, one-way transports.
 - From January – December 2020: 224,747 completed, one-way transports.
 - From January – September 2021: 183,923 completed, one-way transports.
- B. There is a 26% no-show/cancellation rate for the adult population. The funding does not allow reimbursement for no-showed/canceled trips.

Medicaid minors traveling in groups are receiving transportation to medically necessary behavioral health services and present unique challenges. Due to exposure to trauma or intense mental health needs children often require de-escalation from the Medicaid provider prior to boarding transportation vehicles, and their behaviors can escalate during transport. Drivers/monitors must be able to provide safe, professional, and age-appropriate redirection when behaviors escalate in transport. Drivers/monitors must remain empathetic, kind, and courteous towards the children at all times.

- A. Transportation for Non-Emergency Group Transportation for Medicaid Minors
 - From January – December 2019: 78,456 completed, one-way transports for minors traveling in groups to day treatment/partial hospitalization services.
 - From January – December 2020: 33,997 completed, one-way transports.
 - From January – September 2021: 45,787 completed, one-way transports.
- B. There is a 42% no show/cancellation rate for this population. The funding does not allow reimbursement for no-showed/canceled trips.

1.2.2 Service Components

The following Service Components apply to all Consumers:

- A. Provider shall provide a means to receive and/or respond to email cancellations/confirmations, monitored from 5:00 A.M. through 8:00 P.M. seven (7) days per week.
- B. Provider shall be available to provide transportation services 4:00 A.M. through 10:00 P.M., seven (7) days a week. Sunday trips are rare, but Saturday trips are common for the adult population. Medicaid minors traveling in groups are transported five (5) days per week only, Monday through Friday. The earliest/latest program times for day treatment/partial hospitalization are 7:30 AM/6:30 PM.
- C. When providing services to Consumers, Provider shall deliver transportation services exclusively to Consumers and shall not combine trips with persons from non-HCJFS sources or other HCJFS contracts.

- D. Provider shall pick up and drop off Consumers only at locations authorized by HCJFS.
- E. Provider shall arrive at all Consumers' originating pick-up locations in time to be at their appointments and destinations on time, as scheduled. This includes adequate wait periods at each of the pick-up locations, anticipating traffic, weather and other impacts with transportation timeframes.
- F. Based on the age, height and weight of the Consumer transported, Provider shall have vehicles equipped in accordance with all federal, state, local laws, rules and regulations (i.e., car seats, booster seats, etc.). All Consumers shall be transported using age and size appropriate safety restraints in compliance with all federal, state, and local laws, rules and regulations. Drivers and Monitors delivering services shall be able to secure all restraints in vehicles, and ensure Consumers are safely restrained during transports.
- G. Provider shall transport consumers 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).
- H. Provider shall ensure the response time for established return times shall be no later than twenty (20) minutes after the scheduled return time.
- I. Provider shall ensure the response time for an unscheduled will call will not exceed sixty (60) minutes from the time of the first call to the line and the vehicle arriving at the designated pick-up location.
- J. In the cases of scheduling errors that occur outside of HCJFS business hours, the Provider may, without prior approval from HCJFS, transport a Consumer with recurring appointments. The Provider is required, to adhere to the following minimum guidelines:
 - 1. Provider shall make every reasonable attempt to gain authorization from HCJFS; however, if outside of HCJFS business hours, Provider shall send an e-mail to the Transportation Services Supervisor (within one business day of the transport) with the name of the Consumer and the trip Identification Number. At no time can Provider use this process to assist a Consumer to avoid established business day rules.

2. When no authorized adult is home for the drop-off of a Consumer under the age of 18, and the authorized adult does not answer the phone, the Provider shall follow Attachment K – Transportation Services Procedure Memo (TSPM) 011 – No Responsible Party at Home. The exception is for a child age 13-17 with an HCJFS waiver on file with HCJFS and Provider.
- K. Provider shall transport Consumers in inclement weather unless the location in which the Consumer will be picked up or dropped off has a Level 2 (or higher) Snow Emergency. Provider shall coordinate with HCJFS when schools, medical facilities, and other authorized designated facilities may be closed or close early because of inclement weather. HCJFS reserves the right to make the decision to cancel transportation due to inclement weather and will notify all parties no later than 6am on the date in question.
- L. Provider shall dedicate an employee(s) to respond to non-medical emergencies (car trouble, accidents, etc.) and communicate emergency information to HCJFS Transportation Services, parents/guardians, and designated facilities involved in the pick-up or drop-off of Consumers.

1.2.3 Complaint Resolution

Provider is required to:

- A. Have a Complaint Management process, establishing response and resolution expectations for all complaints received by Provider via e-mail. The expectation is that facilities which act as requestors of service will follow the e-mail complaint process outlined in Attachment K – Transportation Services Procedure Memo 016 - NET Complaint Process;
- B. Designate an employee who is responsible for managing all Consumer complaints. Such individual is to facilitate the resolution of complaints regarding Provider's services and refer to HCJFS those involving authorizations or other HCJFS responsibilities;
- C. 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 submit a complaint;

- D. Ensure the above contact person, or someone providing coverage for this person, is available at the minimum by phone during HCJFS business hours (M-F 7:30 a.m. – 4:30 p.m.);
- E. 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;
- F. 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;
- G. 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
- H. Provider shall send monthly and ad hoc (as requested) complaint reports to HCJFS.

1.3. Employee Qualifications

Individuals who, in the normal course of business, have direct or indirect contact with Consumers or Consumer data or information must meet the following criteria:

- A. Citizenship: All employees shall be citizens of the United States of America or documented persons who were lawfully admitted for permanent residence. The Provider understands that the U.S. Citizenship and Immigrations Services require all U.S. employers to complete and retain a Form I-9 for each individual that they hire for employment in the United States (including citizens and noncitizens). Provider further understands 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.

- B. Work history: Providers shall verify all information on job applications for their respective employees who have direct or indirect contact with HCJFS's Consumers. Verification shall include references and work history information.
- C. Criminal Record Check: When contract is established or renewed, Provider warrants and represents a criminal background check will be performed in accordance with section 109.572 of the Revised Code on each employee or applicant. The result of the criminal background check must substantiate that no direct-service employee or applicant has ever been convicted of or pleaded guilty to an offense listed in divisions (A)(3)(a) to (A)(3e) of section 109.572 of the Revised Code. All completed and documented checks shall be maintained in the employee file.

1. Requirements for the Transportation of Customers

- a. Any individual transporting Customers shall possess the following qualifications:
 - b. Provider shall ensure that every individual described above will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or anyone conducting compliance reviews on its behalf. The release must also allow HCJFS to perform a search of databases listed in rule 5160-15-14 of the Administrative Code.
 - c. Provider shall not assign any individual to work with or transport Consumers until a criminal background check has been obtained.
 - d. A criminal background check must be dated within six (6) months of the date an individual is hired.
- D. 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 individual described above 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 has been obtained. A Central Registry report must be dated within six (6) months of the date an employee is hired.
- c. Bureau of Motor Vehicle Transcript: Provider warrants and represents it will obtain an annual satisfactory Bureau of Motor Vehicle transcript from each individual's state of residence from all individuals assigned to transport Consumers. All completed and documented checks shall be in the employee file.
- d. Individuals Who Have Been Convicted: Individuals who have been convicted of or plead guilty to any of the laws contained in the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 shall not come into contact with HCJFS' Consumers. Employers shall not operate a vehicle with a Consumer as a passenger if:
- e. Safe Driving: If individual has a condition which would affect safe operation of a motor vehicle;
- f. 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), ORC2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.
- g. 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.
- h. Qualifications: All individuals who will performing the tasks of a driver or monitor are expected to be able to operate a vehicle and monitor Consumers and have the following:
 - i. A valid and current driver's license.

- j. 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.
- k. Must be able to meet 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.
- l. 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.
- m. Be trained and have competence in using age 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.

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 used shall be operated and maintained in a safe manner and in conformance with federal, state, local laws, rules and regulations. It is expected that vehicles will 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.

In no event shall any vehicle used be equipped with a lift.

To comply with confidentiality requirements, nothing may be displayed on the vehicle that implies the passenger is in receipt of Medicaid benefits. Signage may say, for example, 'We proudly serve Medicaid populations', but not say 'The passenger in this vehicle is a Medicaid passenger'.

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 knife 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 adjacent counties.

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. HCJFS reserves the right to randomly ride in any vehicle used by Provider.

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.

Provider shall utilize cameras in vehicles providing transportation services so as to provide documentation to resolve complaints and incident reports. Cameras must be front mounted, with a 360 degree view, a continuous loop, and the ability to view the driver, any monitor(s), Consumer(s) and have capacity for storage which allows HCJFS to review and preserve video of an incident for a minimum of 48 hours. Notice of Provider's use of a vehicle camera shall be prominently displayed on the interior or exterior of the vehicle.

- 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.

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 (except in emergency situations or when pulled over to the side of the road) and Consumer(s).

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 share information necessary to schedule transportation for Consumers. Providers must demonstrate capacity to comply with all of the following technical requirements:

- A. Providers must have Internet access.
- B. Providers run Internet Explorer v 9 (or newer) or Firefox v 33.1.1 (or newer) to browse the internet.
- C. Providers must have JavaScript enabled on their Internet browser.
- D. Providers will not be able to update data in the HCJFS application but will be able to do inquiries only.
- E. Providers must identify all staff that must have access to the web-based application in order to receive login permission and ID's.

Provider will be required to notify HCJFS when an employee no longer requires access (i.e., termination, change of responsibilities).

- F. 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. FileZilla). There are free secure ftp clients, such as FileZilla, that are downloadable from the Internet. This transfer method will maintain a standard of 128-bit encryption for submission of all confidential information.
- G. Providers must submit an invoice to HCJFS STFP site on monthly basis which provides the billing detail in Attachment M. All invoices or any other electronically submitted reports are to be in ASCII File as outlined in Attachment M.
- H. 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:
 - 1. Trip ID – unique identifier for each trip leg;
 - 2. Consumer ID (provided from website interface);
 - 3. Consumer First Name;
 - 4. Consumer Last Name;
 - 5. Trip Date; and
 - 6. Trip Leg Time.
- I. Provider may be required to attend training or technical briefings in relation to HCJFS data or technology 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.

No Show Reports

- A. Provider shall have a means to provide data to JFS weekly and monthly, or on an as-needed basis, regarding the no-show percentage for all trips scheduled in the week/month, or in the period requested by HCJFS.
- B. The no-show percentage must be available for the entire population of trips and must also be able to be broken out by program location for group minors.
- C. Provider must work collaboratively with HCJFS to minimize no-shows including, but not limited to: notification to HCJFS of excessive no-shows by client (3 or more in a week), close attention to routing and making changes when service delays contribute to the no-show, and proactive outreach for foreseeable or unexpected service issues.

1.4.1 Employee Criminal Record Bureau of Motor Transcripts

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.

1.5 Program Components

Provider must answer, in narrative format, demonstrating how you will meet the following expectations, or have unique experiences demonstrating capacity to perform service.

- 1. Describe how your organization will be fully operational and in compliance with the scope of service and other requirements on June 16, 2022, as specified in this RFP.
- 2. Describe your organization's ability to have transportation available for Consumers eighteen (18) hours a day, seven (7) days a week, regardless of holidays or inclement weather.

3. Describe how your organization will be providing the services identified in Section 1.2 Scope of Service. Include details about the type of vehicles to be utilized and number of staff that will be necessary, for example drivers, administrative staff, etc.
4. Describe your organization's work history with the Consumer population described herein. Please state your competitive advantage and ability to meet the terms, conditions and requirements defined in this RFP. Provide copies of any corrective action plans, performance improvement plans or other similar plans regarding the delivery of purchased service delivery.
5. Describe how your organization will provide a monitored email address from 5:00 AM to 8:00 PM, seven (7) days per week.
6. Describe how your organization will coordinate all transports in a manner that will ensure safe and timely transportation of Consumers and be cost efficient and appropriate to Consumer needs.
7. Describe how your organization will coordinate and monitor the transportation.
8. Describe your organization's policy for handling contacts from the media regarding consumer incidents whether critical, non-critical or otherwise.
9. Describe how your organization will share the communication of non-medical emergencies such as car trouble, accidents, etc. to HCJFS' transportation management, parents, day treatment/partial hospitalization programs and child care facilities.
10. Describe how your organization will handle language barriers.
11. Describe your organization's experience in transporting Consumers in wheelchairs and with other special physical needs.
12. Describe how your organization will maintain adequate capacity for service provision and submit a fleet inventory setting forth the number of vehicles you will utilize. Please indicate the year, make and model of the vehicles that will be used for the service.
13. Describe how your organization will maintain daily records on trip logs verifying that service was provided.

14. Describe how your organization will ensure appropriately skilled drivers and monitors by detailing the training policy for drivers, monitors, dispatchers, etc. Reference Section 1.3 Qualifications.
15. Describe your organization's experience and/or your organization's ability, to maintain the confidentiality of Consumer information and to exchange Consumer data with HCJFS via secure and encrypted certified e-mail.
16. Describe your organization's ability to attend trainings/briefings regarding technical requirements, as needed or requested by HCJFS.
17. Describe your organization's ability to provide comprehensive current records on site in Cincinnati encompassing all service delivery, eligibility, and compliance verifications.
18. Describe your organization's process for storing hard-copy, electronic, or imaged documents locally.
19. Describe your organization's ability to provide internet access and a secure file transfer protocol (ftp site) that will be utilized for the transfer scheduled trips and with confidential consumer information.
20. Provide a file layout or description of the Monthly Billing Detail file that will be delivered.
21. State how your organization will be able to provide all electronically submitted reports in Internet Explorer v 9 or newer or Firefox v 33.1.1 or newer.

Licensure, Administration and Training

1. Identify any actions against your organization through ODJFS, ODMHAS or any other licensing body over the past 2 years that included Corrective Action Plans, Temporary License or Revocation. For the past 10 years, provide outcome of any action that resulted in a revocation.
2. Provide a description of your organization's employee screening and clearance policy.
3. Identify if your organization is a Small Business Enterprise (SBE) , Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE), and provide certification of such designations.

If your organization is not certified as a SBE, MBE or WBE, and your organization is Women or Minority owned, please share this information, as HCJFS is tracking our equity and inclusion efforts with businesses who deliver our services to families and individuals we serve.

4. Describe training, supervision, and support provided to staff.

2.0 PROVIDER PROPOSAL

Due to the current coronavirus crisis, HCJFS will accept proposals via e-mail for this RFP. Please note the maximum file size for proposals being submitted is 24MB. Proposals should be sent to the RFP Contact Person at: Hamil_ContractServicesProcurement@jfs.ohio.gov

A. Electronic Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 300 pages.
- Proposal in a pdf format and the pages must be numbered from 1 - ???.
- Each proposal must be written in twelve (12) point font.
- Budget in unlocked Excel format.

B. 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 1.2.2 - Service Components and Business Deliverables
- Section 2.3 –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 Provider is proposing for Contract Years 1 and 2; and Contract Years 3 and 4. Provider is to make sure to include the request for all rates for the original Contract period (years 1 and 2), and the renewal period option (years 3 and 4).

2.2 Reserved

2.3 Budgets and Cost Considerations

- A. HCJFS anticipates services will begin approximately June 16, 2022. Provider must submit a Budget and a calculation of the Unit Rate for the initial Contract term that Provider understands will be used to compensate Provider for services provided. In addition, if Provider is requesting an increase in costs for renewal years 3 and 4, they must complete the data sheet in the budget that lists each budget line item with an estimated expense amount and percentage increase from the prior year. Budgets and Unit Rates must be submitted in the form provided as Attachment C. Contracts will be written for the initial term of two (2) years with one (1) two (2) year option for renewal.
- 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:

Drivers

1. Monitors; and
2. Other direct services needed to accurately calculate the cost of a unit of Service (the "Unit Rate"), e.g. insurance, consumable supplies), administration.
3. Shared and management indirect costs.

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

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

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

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

2.4 Customer References

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

Please submit resumes with the below information for key business personnel who will be working with the program. These positions are President, Vice President, General Manager, Dispatch and Proposed role;

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 two 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 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.**

2.7 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 Provider 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 Provider 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.

2.8 Proposal Documents

The following items are to be attached to the 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.

3. Licensure - A copy of appropriate licensure from ODJFS, ODMHAS or other licensing agencies. If Provider does not have a finalized license by the end of the proposal selection process, Provider will be granted 60 days from the date of acceptance of the proposal to finalize its license or Provider's proposal will be disqualified.

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. Subcontracts - Submit a letter of intent from each subcontractor indicating its commitment, the service(s) to be provided and three (3) references. All subcontractors must be approved by HCJFS and will be held to the same Contract standards and obligations as the Agency/Company.
4. 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.
5. 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.
6. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.

Provider must note that as a Contract requirement the following conditions must be met:

During the Contract and for such additional time as may be required, Provider shall provide, pay for, and maintain in full force and effect the insurance specified in the attached sample Contract, for coverage at not less than the prescribed minimum limits covering Provider's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Provider or subcontractor or by anyone for whose acts any of them may be liable.

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:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control;
 - 8. Follow form primary; and
 - 9. 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' 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 its 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.

7. Job Descriptions - For all key clinical and business personnel who will be working with the program, to include: CFO, Clinical Director, Administrators, staff and Supervisors.
8. Daily Service/Attendance Form - Include a blank copy of the forms to be used to record services provided. Information must include but not limited to:

names of Consumers who received service, Consumer or pre-authorized adult's signature, pre-authorized adult's form of picture identification checked, Consumer's telephone number, date of service, pick up time and location, drop off time and location, the population served, full name of the driver and monitor printed and signature.

9. 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.

10. Agency's/Company's Brochures - A copy of the Agency's/Company's brochures which describe the services being proposed.

11. Federal Programs- Provide a description of the Agency's/Company's experience with federal programs.

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	January 7, 2022
RFP Conference	January 28, 2022 1:00pm – 3:00pm
Deadline for Receiving Final RFP Questions	February 4, 2022 by noon
Deadline for Issuing Final RFP Answers	February 25, 2022
Deadline for Registering for the RFP Process	February 4, 2022 by noon
Deadline for Proposals Received by RFP Contact Person	On or before March 11, 2022 No later than 11:00 a.m. EST
Oral Presentation/Site Visits – if needed	Week of March 21, 2022
Anticipated Proposal Review Completed	Week of March 21, 2022
Anticipated Start Date	June 16, 2022

3.2 RFP Contact Person

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

Sandra Carson, Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202
Hamil_ContractServicesProcurement@jfs.ohio.gov

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 FEBRUARY 4, 2022 BY NOON.

All interested Providers must complete Registration Form (see Attachment G) and e-mail the RFP Contact Person to register, leaving their name, company name, email address, fax number and phone number. The RFP Contact Person's e-mail address is

Hamil_ContractServicesProcurement@jfs.ohio.gov

3.4 RFP Conference

The RFP conference will be held virtually on January 28, 2022, 1:00 p.m. – 3:00 p.m. EST. The phone number to watch the conference is 1 (614) 721-2972, Conference ID: 499 149 127#. 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.

All registered Providers may also submit written questions regarding the RFP or the RFP Process. All communications being e-mailed are to be sent only to the RFP Contact Person at Hamil_ContractServicesProcurement@jfs.ohio.gov

- A. Prior to the RFP Conference, questions may be e-mailed regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed by e-mail to Providers who have registered for the RFP Process but are unable to attend the RFP Conference.
- B. After the RFP Conference, questions may be faxed or e-mailed regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after February 4, 2022, noon. The final responses will be e-mailed no later than February 25, 2022 by the close of business.

- D. Only Providers who register for the RFP Process will receive electronic, unlocked budget, attachments and addenda.
- E. 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 February 4, 2022, noon.

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

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

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 February 4, 2022 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 sent by 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 February 4, 2022 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, 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 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.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 365 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. 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 e-mailed to the RFP Contact Person, Sandra Carson, at Hamil_ContractServicesProcurement@jfs.ohio.gov on or before March 11, 2022 no later than 11:00 a.m. ***Proposals received after this date and time will not be considered.*** A receipt will be issued for all proposals received.

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 on or before March 11, 2022 no later than 11:00 a.m. 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 e-mailed to the RFP Contact Person on or before March 11, 2022 no later than 11:00 a.m. 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 1.2.2;
- E. Completed Budgets, Section 2.3;

F. Responses to System and Fiscal Administration Components, Section 2.8.

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. Provider past performance can be referenced or influence the evaluation if well documented, in writing, and previously shared with Provider. This could include but be limited to Performance Improvement Plans, Referral Holds, or contract terminations for non-performance.

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.
- C. Site visits may be conducted with Providers as HCJFS deems necessary. Site visits will be held at the location where the services are to be provided.

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 1.2.2 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 60% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.8 Questions are worth 10% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials considered are worth 10% 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 1.2.2 Questions, Section 2.4 Customer References and Section 2.5 Personnel Qualifications are worth 70% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Questions, Cost Analysis and Project Budget are worth 20% of the total evaluation score.

- C. System and Fiscal Administration Evaluation including responses to Section 2.8.B
Questions are worth 10% 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 most responsive and 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 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 HCJFS deems 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 emailed to the RFP Contact Person at the address listed in Section 3.2. Certified or registered mail must be emailed to the contact person listed in Section 3. 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 clearly identified within the proposal;
2. Must have the basis for non-disclosure status provided in narrative on a separate page and have "Trade Secret" typed on the upper righthand 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 typed on the right-hand corner of pages 1 through 5 of the proposal.

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.

4.10 Provider Certification Process

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

4.11 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 for
Non-Emergency
Transportation for
Medicaid Adults and
Group Transportation
for Medicaid Minors
(includes checklist)

ATTACHMENT A Cover Sheet
NON-EMERGENCY TRANSPORTATION FOR MEDICAID ADULTS AND
GROUP TRANSPORTATION FOR MEDICAID MINORS
Bid No: SC05-21R

Name of Provider _____

Provider Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____

(Please Print or type)

Phone Number: _____ (ext) _____ E-Mail Address: _____

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: _____ Fax Number: _____ E-Mail: _____

Name: _____ Title: _____

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

Please Complete Rate Grid below.

Unit Rate for Initial Term of 6/16/2022 – 6/15/2024	Unit Rate for Renewal Year 6/16/2024 – 6/15/2026
\$ _____	\$ _____

Certification: I hereby certify the information and data contained in this proposal are true and correct. The Provider's governing body has authorized this application and document, and the Provider will comply with the attached representation if the contract is awarded.

Signature - Authorized Representative

Title

Date

By signing and submitting this proposal Cover Sheet, Provider certifies the proposal and pricing will remain in effect for 180 days after the proposal submission date.

Please complete the next page of this form containing a checklist to verify that everything required to be submitted as part of your proposal is included.

RFP Submission Checklist

Pursuant to Section 4.6 of the RFP, the following items are to be included in your proposal in order for it to be deemed qualified. Please indicate that the items are included by checking the corresponding column.

Action Required	RFP Section	Included
Did you register for the RFP process by February 4, 2022?	3.3	
Will your Proposal be submitted by 11:00 a.m. on or before March 11, 2022?	4.4	
Did you include all the Contact Information on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Initial Term (years 1 and 2) on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Renewal Term (years 3 and 4) on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	1.5	
Is a response to each System and Fiscal Administration Component included?	2.8	

ATTACHMENT A-1

Program Component Checklist

RFP# SC05-21R - NET for Medicaid Adults and Group Transportation for Medicaid Minors RFP

Program Component Checklist

Please ensure all questions in Section 1.2.2 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				
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				
Question 14				
Question 15				
Question 16				
Question 17				
Question 18				
Question 19				
Question 20				
Question 21				

ATTACHMENT B

Contract Sample

Contract # _____

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 and Family Services (Hereinafter “HCJFS”) and Name of Company or Agency, (“Vendor”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of Non-Emergency Transportation for Medicaid Adults and Group Transportation for Medicaid Minors.

1. TERM AND MAXIMUM CONTRACT AMOUNT

This Contract will be effective from June 16, 2022 through June 15, 2024 (“Initial Term”), inclusive unless otherwise terminated or extended by formal amendment.

The total amount of the Contract shall not exceed (\$000,000.00) over the life of the Initial Term

The anticipated expenditure for the period June 16, 2022 to December 31, 2022 is \$\$\$\$\$, and for the period January 1, 2023 to December 31, 2023 is \$\$\$\$\$ and from January 1, 2024 to June 15, 2024 is \$\$\$\$ and

In addition to the Initial Term, the Contract will be renewed, at the County’s option for one (1) additional two (2) year term (“Renewal Term”) at the prices set forth below, unless County gives the Provider written notice of its intent not to renew the Contract at least One Hundred Twenty (120) days prior to the expiration of the Initial Term. The total amount of the Renewal Term shall not exceed (\$000,000.00).

Renewal Term: June 16, 2024 to December 31, 2024 is \$\$\$\$\$, and January 1, 2025 to December 31, 2025 is \$\$\$\$\$, and for January 1, 2026 to June 15, 2026 \$\$\$\$\$.

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as fully as if set forth herein), the Provider agrees to provide Non-Emergency Transportation for Medicaid Adults and Group Transportation for Medicaid Minors (individually known as the “Service” and collectively be known as the “Services”) to Consumers (as defined herein), as more particularly described in Exhibit I –Request for Proposals #SC-17R for Non-Emergency Transportation for Medicaid Adults and Group Transportation for Medicaid Minors for Medicaid Minors and all addendum thereto (“Request for Proposals”) and Exhibit II- Provider’s Proposal in response to the Request for Proposals dated March 19, 2018 (“Provider’s Proposal”).

For purposes of this Contract, a “Consumer” shall mean an individual served under this contract whether a Medicaid eligible individual under this contract whether a Medicaid eligible individual.

3. EXHIBITS

Exhibits for this Contract are as follows:

- A. Exhibit I - Request for Proposals; (this Exhibit will include all addenda thereto even if not specifically stated)
- B. Exhibit II - Provider's Proposal;
- C. Exhibit III- Budget;
- D. Exhibit IV – Transportation Services Procedure Memo (TSPM) 011 No Responsible Party 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 conflicts 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; and
- C. Exhibit VI – Unallowable Costs;
- D. Exhibit II - Provider's Proposal;
- E. Exhibit III – Budget; and
- F. Exhibit IV – Transportation Services Procedure Memo (TSPM) 011 No Responsible Party Home.

5. CONSUMER AUTHORIZATIONS

A. General.

Provider agrees that it will only provide Services to Consumers who have been previously authorized and approved, via data load or in writing, by HCJFS ("Consumer Authorization").

HCJFS staff will enter all Consumer Authorizations into the HCJFS database. New, changed or canceled transactions will be uploaded and placed at the HCJFS designated SFTP site three (3) times daily at noon, 3:00 pm and 8:00 pm. Provider shall download the files setting forth the approved transportation the ("Transportation Authorization Orders") and use them to provide the appropriate transportation.

HCJFS reserves the right to change the structure and content of the Consumer Authorization and the Transportation Authorization Orders files, 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 that has not been authorized via a Consumer Authorization.

It is the responsibility of Provider to monitor the number 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' Non-Emergency Transportation program during the current month for which no prior Consumer Authorization was issued, so long as the following applies:

1. In the cases of scheduling errors, and when outside of HCJFS business hours, the Provider may, without prior approval, transport a Consumer with recurring appointments. Provider will send an e-mail to the Transportation Services Supervisor (within one business day of the transport) with the name of the Consumer and the trip information. This process cannot be used to assist the Consumer to avoid the five (5) business day rule.
2. When no authorized adult is home for the drop-off of a Consumer under the age 18, and the authorized adult does not answer the phone, the Provider shall follow Exhibit IV Transportation Services Procedure Memo the Provider may, without prior approval, transport a Consumer. The prior sentence is not intended to include the exception for a youth age 13-17 with an approved waiver.

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. BUDGET AND CALCULATION OF UNIT RATE

A. Basis for Computation of the Unit Rate

Provider has prepared budgets for the time periods of July 1, 2022 through June 30, 2024 and July 1, 2024 through June 30, 2026, as set forth in Exhibit III - Budget, which Provider acknowledges is the basis for the calculation of the Unit Rate, set

forth 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 following costs set forth on 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 based upon a profit margin of not more than five percent (5%).

7. **COMPENSATION, INVOICING AND PAYMENT**

A. Compensation – Initial Term

County agrees to compensate the Provider during the Initial Term as follows:

Unit Rate of \$00.00 per ____ for Non-Emergency Transportation for Medicaid Adults and Unit Rate of \$00.00 per ____ Non-Emergency Transportation for Medicaid Minors

B. Compensation – Renewal Term

County agrees to compensate the Provider during the Renewal Term as follows:

Unit Rate of \$00.00 per ____ for Non-Emergency Transportation for Medicaid Adults and Unit Rate of \$00.00 per ____ Non-Emergency Transportation for Medicaid Minors

C. Invoice Procedures

Provider shall submit two (2) separate original monthly invoices for Services delivered to the following Consumer categories:

1. Non-Emergency Transportation for Medicaid Consumers and
2. Pregnancy Related Services.

Original invoices, signed by the Provider, will be sent each month to ***Transportation Services Section Chief, Hamilton County Dept. of Job and Family Services, 222 E. Central Parkway 3FL, Cincinnati, Ohio 45202*** within thirty (30) days of the end of the service month. Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. Under no circumstances will HCJFS make payment for any services invoiced after two (2) months after the end of the service month. County will use its best efforts to make payment within thirty (30) days after receipt of the invoice, for all invoices received in accordance with the terms of this

Provider shall indicate the following on all invoices submit for payment:

1. Provider's name, address, telephone number;
2. Provider number;
3. Purchase order number;
4. Program identification;
5. Unique invoice number;
6. Billing period;
7. Total amount due for billing period
8. Total trip legs provided; and
9. Total amount of profit earned during that service month and year to date.

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.

Provider is required to update its data to reflect the status of any requested trip(s) and the applicable unit rate for each trip(s) requested. Provider must submit an Invoice Details file monthly to HCFJS via the HCJFS designated SFTP site.

- D. HCJFS reserves the right to change the structure and /or content of the Invoice Details file, as it deems appropriate and necessary
- E. 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. 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 timely, but incomplete or inaccurate invoices.
- F. 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 monthly 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.
- G. Provider will indicate purchase order number and vendor number on all invoices submitted for payment.
- H. 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.
- I. Provider warrants that claims made to HCJFS for payment for Services 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.
- J. 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.

- K. 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.

8. 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 in compliance with the time period requirements described in Paragraph 9.

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 the need for a contract amendment.

B. Additional Reports

HCJFS reserves the right to request additional reports at any time during the any term of the Contract. Provider shall use its best efforts to provide such additional reports within ten calendar (10) days of receipt of the request. HCJFS may add, substitute or eliminate reports without additional charge or expense to HCJFS and without the need for a contract amendment.

Provider shall provide access to HCJFS of any of HCFJS 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.

9. 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 any federal, state and local laws, rules, and regulations 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, audit and review 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. If a review, audit, litigation or other action is initiated during the six (6) year retention period, Provider shall retain such records until the matter 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.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles and OAC 5101:2-47-26.1.
- 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 without proper documentation will not be paid. Any overpayments to Provider will be recovered from Provider. 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) as well as any information and data set forth on Exhibit V – Invoice Detail File Requirements.

10. NON-EXCLUSIVE

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

11. 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, Board of County Commissioners or employees of Hamilton 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 of this Contract.

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.

12. 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 and HCJFS. The Provider may not subcontract any of the Services agreed to in this Contract without the express written consent of the HCJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Provider agrees it will remain primarily liable for the provision of all deliverables under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract are being met HCJFS acknowledges and agrees that the following subcontractors may perform Services in relation to this Contract:

A. ; and

B.

Notwithstanding any other provisions of this Contract that would afford Provider an opportunity to cure a breach, Provider agrees the assignment of any portion of this Contract or use of any subcontractor, without HCJFS' prior written consent, is grounds for the County to terminate this Contract with one (1) day written notice. Provider must notify HCJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance or unable to meet Contract or licensing requirements. Should this occur, Provider will immediately implement a process whereby subcontractor is immediately brought into compliance or the subcontractor's contract with Provider may be terminated. Provider shall provide HCJFS with written documentation regarding how compliance will be achieved. Under such circumstances, Provider shall notify HCJFS of subcontractor's termination and shall make

recommendations to HCJFS of a replacement subcontractor. All replacement subcontractors are subject to the prior written consent of HCJFS. Provider is responsible for making direct payment to all subcontractors for any and all Services provided by such contractor.

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 Exhibits I & II embodies the entire Contract 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. Vendor 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 agreement with HCJFS be recognized as a legal and binding change 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 addition, HCJFS shall receive credit for payments made, as of the date of termination, when determining any amount owed to Provider.
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.
3. 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 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:

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:

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. GOOD FAITH EFFORT

In the event of termination of this Contract, both parties agree to work cooperatively and use their best efforts to minimize any adverse effects of such termination.

20. COMPLIANCE

- A.** Vendor certifies that Vendor and all subcontractors who provide direct or indirect services under this Contract will comply with all requirements of federal laws and regulations, applicable Code of Federal Regulations cites 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 Ohio Administrative Code rules in the conduct of work hereunder. The Vendor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Vendor's employees.
- B.** Prohibitions for Purchases of Telecommunication & Video Surveillance from Selected Vendors - Vendors 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.

21. 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 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 the Provider complies with all applicable federal and state non-discrimination laws.

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.

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

23. SOLICITATION OF EMPLOYEES

Provider and HCJFS warrant that for the Initial Term and any 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to HCJFS and consumers of HCJFS concerning the confidentiality of HCJFS consumers. The Provider understands that any access to the identities of any HCJFS consumers shall only be as necessary for the purpose of performing its responsibilities under this Contract. The Provider agrees that the use or disclosure of information concerning HCJFS consumers for any purpose not directly related to the administration of this Contract is prohibited. Vendor will ensure all Consumer documentation is protected and maintained in a secure and safe manner. Provider further agrees to maintain the confidentiality of all Consumers and families served. No information on Consumers served will be released for research or other publication without the express written consent of the HCJFS Director.

29. AUDIT REQUIREMENTS

A. Vendor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Contract.

Audits will be conducted using a “sampling” method. Depending on the type of audit conducted, the areas to be reviewed using the sampling method may include but are not limited to months, expenses, total units, and billable units.

Vendor agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Vendor recognizes and agrees that 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. When an overpayment is identified and the overpayment cannot be repaid in one (1) month, Vendor will be asked to sign a REPAYMENT OF FUNDS AGREEMENT (the “Repayment Agreement”). If payments 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 will be cancelled and will not be re-issued. HCJFS also reserves the right to not increase the rate(s) of payment or the overall Contract amount for services purchased under this Contract if there is any outstanding or unresolved issue related to an audit finding.

HCJFS may allow a change in the terms of the Repayment Agreement. Any change will require a formal amendment to the Repayment Agreement that will be signed by all parties.

- B. Vendor shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Vendor agrees to give HCJFS a copy of Vendor's most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Vendor and all subcontractors. Evaluation activities may include, but are not limited to reviewing records, observing programs, and interviewing program employees and Consumers. Such evaluations will be conducted at Vendor's own time and expense.
- D. To the extent applicable, Vendor will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Vendor 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.

30. WARRANTIES AND REPRESENTATIONS

- A. Provider warrants and represents that, at all times during the Initial Term and any 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 and all subcontractors who provide 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.

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.

31. 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.

32. 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.

33. 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.

34. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Vendor agrees to make copies of this Contract promptly available to any requesting party. Upon request made pursuant to Ohio law, HCJFS shall make available the Contract and all public records generated as a result of this Contract.

By entering into this Contract, Vendor acknowledges and understands that records maintained by Vendor pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Vendor shall comply with the Ohio public records law.

35. 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.

36. 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.

37. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Vendor will not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the HCJFS Communications Director, unless Vendor is required to release requested information by law. HCJFS reserves the right to announce to the general public and media: award of the Contract, Contract terms and conditions, scope of work under the Contract, deliverables and results obtained under the Contract, impact of Contract activities, and assessment of Vendor's performance under the Contract. Except where HCJFS approval has been granted in advance, the Vendor will not seek to publicize and will not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents HCJFS may provide to Vendor to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, Vendor agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Vendor from using Contract information and results to market to specific consumers or prospects.

38. 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.

39. SCREENING AND SELECTION

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 Exhibit III. 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 Exhibit **IX** - 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.

H. Verification of Job or Volunteer Application

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

40. AMENDMENTS

This writing constitutes the entire agreement between Vendor and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Vendor and HCJFS. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Vendor and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

41. INSURANCE

Provider agrees to procure 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. Waiver of subrogation shall be maintained by Provider for all insurance policies applicable to this contract, as further defined in paragraph F. 7. of this section and as required by ORC 2744.05. 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 One Million Dollars (\$1,000,000.00) per occurrence and One Million

Dollars (\$2,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury;
7. Joint venture as named insured (if applicable); and
8. Physical abuse and sexual molestation endorsement.

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- 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.

- B. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- C. Umbrella and excess liability insurance policy with limits of at least One 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:
 - 1. Additional insured endorsement;
 - 2. Pay on behalf of wording;
 - 3. Concurrency of effective dates with primary;
 - 4. Blanket contractual liability;
 - 5. Punitive damages coverage (where not prohibited by law);
 - 6. Aggregates: apply where applicable in primary;
 - 7. Care, custody and control – follow form primary; and
 - 8. 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.
- F. The Provider further agrees with the following provisions:

1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers. The additional insured endorsement shall be on an ACORD or ISO form.
2. The insurance endorsement forms and the certificate of insurance forms will be emailed to the Hamilton County Risk Manager at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov. The forms must state the following: "Board of County Commissioners Hamilton County, Ohio and its officials, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services, and its officials, employees, agents, and volunteers are endorsed as additional insured as required by Agreement 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 at COI@hamilton-co.org and to Agency at HAMIL_ContractServicesCommunication@jfs.Ohio.gov.
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.

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.

5. 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. .
6. 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.
7. 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. Provider will require of subcontractors, by appropriate written contracts, similar waivers each in favor of all parties enumerated in this section.

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’ 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.

8. Provider, the 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.

9. Provider's insurance coverage shall be primary insurance with respect to County its 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.

If any of the work or Services contemplated by this Contract is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

42. INDEMNIFICATION & HOLD HARMLESS

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.

43. AMENDMENTS

This writing constitutes the entire agreement between Vendor and HCJFS with respect to all matters herein. This Contract may be amended only in writing and signed by Vendor and HCJFS. Notwithstanding the above, the parties agree that amendments to laws or regulations cited herein will result in the correlative modification of this Contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation enacted after the date of execution of this Contract will be incorporated into this Contract by written amendment signed by Vendor and HCJFS and effective as of the date of enactment of the law, statute, or regulation.

44. LOBBYING

Provider warrants that during the Initial Term and any 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 will 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 to 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.

50. 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, methodologies, or technology 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 that is protected by copyright, patent or other protected information, unless the owner gives prior written approval for County and HCJFS and Provider to use such information. 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.

50. 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.

51. TRANSITION PLAN

The Transition Plan to be used in the event of termination or expiration of this Contract is attached to and incorporated into this Contract as Exhibit. The goals of the Transition Plan are to: a) ensure continuity of services; and b) not disrupt services unnecessarily. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities

to any other person or entity selected by HCJFS to assume administration of such responsibilities. To ensure continuity of services, the Transition Plan, at a minimum, includes the following schedule:

- A. Records will be provided to HCJFS thirty (30) days prior to the termination date of the Contract;
- B. A monthly Service report will be provided to HCJFS or designee until the termination date of the Contract; and
- C. "Data dump" to HCJFS of all data from Vendor's electronic systems will occur within thirty (30) days after the termination date of the Contract.

HCJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

52. 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).

53. 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).

54. 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 the terms and conditions of this Contract.

55. 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 follow:

If to Board:
County Administrator
Room 603
138 East Court Street
Cincinnati, OH 45202

If to Provider:

With a copy to:
Director's Name
Director
222 Central Parkway
Cincinnati, OH 45202

56. HCJFS CONTACTS 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.

57. PROVIDER CONTRACT INFORMATION

<u>Name</u>	<u>Phone #</u>	<u>Department</u>	<u>Responsibility</u>

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:

Name, 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)
	(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						
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.

EXHIBIT III

HCJFS CONTRACT BUDGET

AGENCY:

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Non-Emergency Transportation for Medic
Adults and Group Transportation for Medicaid Moniors.

June 16, 2022, TO June 15, 2026

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
C. PROFESSIONAL & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
D. CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
E. OCCUPANCY	0.00	0.00	0.00	0.00	0.00	0.00
F. TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
G. INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
H. EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
I. MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL OF EACH COLUMN	0.00	0.00	0.00	0.00	0.00	0.00
ALLOCATION OF MGT/INDIRECT COSTS	0.00	0.00		0.00	0.00	0.00
TOTAL PROGRAM EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

**ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:**

0.00 0.00 **UNIT =**

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

#DIV/0! #DIV/0! _____

TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
----------------------	------	------	------	------	------	------

EXHIBIT III

A. STAFF SALARIES - Attach Extra Pages for Staff,

[illegible]

Salaries Narrative. Describe how each position relates to the service proposed.

Please type narrative here. **Show your calculations and explain methodology.**

EXHIBIT III

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA 7.65 %	0.00	0.00		0.00	0.00	0.00
WORKER’S COMP. 1.9%	0.00	0.00		0.00	0.00	0.00
UNEMPLOYMENT 2.3 %	0.00	0.00		0.00	0.00	0.00
BENEFITS						
RETIREMENT 1%	0.00	0.00		0.00	0.00	0.00
HOSPITAL CARE 13%	0.00	0.00		0.00	0.00	0.00
OTHER Life/Disability .6%	0.00	0.00		0.00	0.00	0.00
						0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00

Employee Payroll Taxes & Benefits Narrative.

Payroll taxes are based on on current FICA, Worker's Comp and Unemployment percentages. Unemployment taxes are calculated on the first \$9,000.00 of each employee's salary.

Show your calculations and explain methodology.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.)	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
Foster Parent Fees	0.00	0.00				0.00
Accounting Services				0.00	0.00	0.00
Janitorial Services				0.00	0.00	0.00
						0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00

Professional Fees & Contracted Services Narrative

EXHIBIT III

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE						0.00
CLEANING						0.00
PROGRAM						0.00
OTHER - Food						0.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00

Consumable Supplies Narrative

Program expenses include gifts for children and youth activities. Office supplies are allocated based on the number of FTE's in each service.

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ \$10.00 PER SQ. FT. 10,000						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	0.00	0.00

Occupancy Costs Narrative

Rental expense is allocated by square footage of office space.

Telephone expense includes office phones and company cell phones used by employees. This expense is further allocated between Traditional Foster and

Maintenance & Repairs expense is allocated by square footage of office space. This expense is futher allocated between Traditional Foster Care and

Utilities are included in the rent.

EXHIBIT III

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		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. @ \$.50 PER MILE						0.00
CONFERENCES & MEETINGS, ETC.						0.00
PURCHASED TRANSPORTATION						0.00
TOTAL TRAVEL COSTS	0.00	0.00	0.00	0.00	0.00	0.00

Travel Costs Narrative

Travel costs include mileage reimbursement of \$.50 per mile. Estimated number of miles are 150,000. Conference and meetings expense include costs for 4 employees to attend conference on Foster Care.

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		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	0.00	0.00

Insurance Costs Narrative

Insurance costs include liability insurance.

EXHIBIT III

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased						
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	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	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
Copiers	0.00	0.00			0.00	0.00
						0.00
						0.00
TOTAL LEASE COSTS	0.00	0.00	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	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00	0.00	0.00

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

Equipment Costs include lease charges for copiers and depreciation of computer system

EXHIBIT III

LARGE EQUIPMENT DEPRECIATION CO

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, n
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
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.

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer system		01/00/1900	0.00	0.00	0.00	5	0.00	0.00%		
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			0.00		0.00		0.00		0.00	

* Enter as a decimal.

EXHIBIT III

EXPENSES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I.MISCELLANEOUS COSTS						
Postage	0.00	0.00		0.00	0.00	0.00
Background checks	0.00	0.00			0.00	0.00
Recruitment	0.00	0.00			0.00	0.00
	0.00	0.00			0.00	0.00
						0.00
TOTAL MISCELLANEOUS COSTS		0.00	0.00	0.00	0.00	0.00
J. PROFIT MARGIN (For profit entities only)						0.00
TOTAL OF ALL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00

Miscellaneous Costs Narrative.

Miscellaneous costs include postage, and background checks and employees. Miscellaneous costs are allocated based on the number of FTE's in each service.

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.

Mgmt/Indirect Cost Narrative.

Management/Indirect costs are allocated to all services based on the percent of total direct salaries of each service to total agency salaries.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

EXHIBIT III

REVENUES BY PROGRAM SERVICES	Non-Emergency Transportation for Medicaid Adults	Group Transportation for Medicaid Moniors		MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
Hamilton County Job & Family Services	0.00	0.00			0.00	0.00
	.					
						0.00
B.OTHER FUNDING						0.00
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
donations				0.00		0.00
endowment				0.00		0.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	0.00	0.00			0.00	0.00
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Revenue Narrative						

EXHIBIT III

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
Non- Emergency Transportation for Medicaid Adults			
Group Transportation for Medicaid Minors			

ATTACHMENT C-1

Sample Budget

ATTACHMENT C-1

HCJFS CONTRACT SAMPLE BUDGET

(for reference purposes only)

AGENCY: Acme Services

BUDGET PREPARED FOR PERIOD

NAME OF CONTRACT PROGRAM: Residential Treatment

May 1, 2021 TO April 30, 2022

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
A. STAFF SALARIES	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00
B. EMPLOYEE PAYROLL TAXES & BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88
C. PROFESSIONAL & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00
D. CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00
E. OCCUPANCY	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00
F. TRAVEL	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00
G. INSURANCE	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00
H. EQUIPMENT	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00
I. MISCELLANEOUS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTAL OF EACH COLUMN	416,970.38	497,210.38	0.00	76,580.59	613,705.54	1,604,466.88
ALLOCATION OF MGT/INDIRECT COSTS	20,632.02	13,645.48		-45,484.94	11,207.44	0.00
TOTAL PROGRAM EXPENSES	437,602.40	510,855.86	0.00	31,095.65	624,912.98	1,604,466.88

ESTIMATED TOTAL UNITS OF SERVICE

TO BE PROVIDED:

8,395.00

5,475.00

UNIT = 1 day

TOTAL PROGRAM COST/TOTAL UNITS

OF SERVICE = UNIT COST:

\$52.13

\$93.31 _____

TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00
----------------------	------------	------------	------	-----------	------------	--------------

ATTACHMENT C-1

A. STAFF SALARIES - Attach Extra Pages for Staff,

POSITION TITLE	# STAFF	HRS WK	Annual Cost	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
Program Director	1.00	40.0	56,000.00	14,000.00	14,000.00			28,000.00	56,000.00
Case Manager	10.00	400.0	320,000.00	128,000.00	192,000.00				320,000.00
Clerical Specialist	1.00	40.0	25,500.00	12,750.00	12,750.00				25,500.00
Clerical Specialist	1.00	40.0	25,500.00					25,500.00	25,500.00
Other Personnel			195,250.00					195,250.00	195,250.00
Executive Director	1.00	10.0	85,000.00				21,250.00	63,750.00	85,000.00
Human Resource Director	1.00	13.2	70,000.00				23,100.00	46,900.00	70,000.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00
TOTAL SALARIES	15.00	543.2	777,250.00	154,750.00	218,750.00	0.00	44,350.00	359,400.00	777,250.00

Salaries Narrative. Describe how each position relates to the service proposed.

The budget shows the positions associated with our Foster Care program. Staffing consists of the following:

1 Program Director - 25% allocated Traditional Foster Care; 25% allocated to Therapeutic Foster Care; remaining 50% allocated to other services not associated with foster care.

1 Program Director -	25% allocated to Traditional Foster Care
	25% allocated to Therapeutic Foster Care 3
	50% allocated to other services not associated with foster care.

10 Case Managers	40% allocated to Traditional foster Care
	60% allocated to Therapeutic Foster Care 3

1 Clerical specialist	50% allocated to Traditional Foster Care
	50% allocated to Therapeutic Foster Care 3

1 Executive Director	25% allocated to Foster Care Program
----------------------	--------------------------------------

1 Human Resource Director 33% allocated to Foster Care Program.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
B.PAYROLL TAXES						
FICA 7.65 %	11,838.38	16,734.38		3,392.78	27,494.10	59,459.63
WORKER'S COMP. 1.9%	2,940.25	4,156.25		842.65	6,828.60	14,767.75
UNEMPLOYMENT 2.3 %	983.25	1,397.25		120.06	2,260.44	4,761.00
BENEFITS						
RETIREMENT 1%	1,547.50	2,187.50		443.50	3,594.00	7,772.50
HOSPITAL CARE 13%	20,117.50	28,437.50		5,765.50	46,722.00	101,042.50
OTHER Life/Disability .6%	928.50	1,312.50		266.10	2,156.40	4,663.50
						0.00
TOTAL EMPLOYEE PAYROLL TAXES & BENEFITS	38,355.38	54,225.38	0.00	10,830.59	89,055.54	192,466.88

Employee Payroll Taxes & Benefits Narrative.

Payroll taxes are based on on current FICA, Worker's Comp and Unemployment percentages. Unemployment taxes are calculated on the first \$9,000.00 of each employee's salary. Benefits for full time employees include hospitalization, retirement, group life and disability insurance.

C. PROFESSIONAL FEES & CONTRACTED SERVICES (Indicate type, function performed, and estimate of use (hours, days, etc.))	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SERVICES	TOTAL EXPENSE
Foster Parent Fees	167,900.00	164,250.00				332,150.00
Accounting Services				6,000.00	12,000.00	18,000.00
Janitorial Services				9,900.00	20,100.00	30,000.00
						0.00
TOTAL PROFESSIONAL FEES & CONTRACTED SERVICES	167,900.00	164,250.00	0.00	15,900.00	32,100.00	380,150.00

Professional Fees & Contracted Services Narrative

Professional and contracted services include fees paid to our Foster Parents. We currently have 38 foster parents. Other contracted services include accounting and janitorial.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
D.CONSUMABLE SUPPLIES						
OFFICE		900.00			4,500.00	5,400.00
CLEANING						0.00
PROGRAM	500.00	300.00			600.00	1,400.00
OTHER - Food					10,000.00	10,000.00
						0.00
						0.00
TOTAL CONSUMABLE SUPPLIES	500.00	1,200.00	0.00	4,500.00	10,600.00	16,800.00

Consumable Supplies Narrative

Program expenses include gifts for children and youth activities. Office supplies are allocated based on the number of FTE's in each service.

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
E. OCCUPANCY COSTS						
RENTAL @ \$10.00 PER SQ. FT. 10,000	10,000.00	15,000.00			75,000.00	100,000.00
USAGE ALLOWANCE OF BLDG. OWNED @2% OF ORIG. ACQUISITION COST						0.00
MAINTENANCE & REPAIRS	1,200.00	1,800.00			9,000.00	12,000.00
UTILITIES (MAY BE INCLUDED IN RENT) HEAT & ELECTRICITY WATER						0.00
TELEPHONE	2,200.00	3,300.00			6,500.00	12,000.00
OTHER (SPECIFY)						0.00
						0.00
						0.00
TOTAL OCCUPANCY COSTS	13,400.00	20,100.00	0.00	0.00	90,500.00	124,000.00

Occupancy Costs Narrative

Rental expense is allocated by square footage of office space. This expense is further allocated between Traditional Foster Care and Therapeutic Foster Care 3 based on the number of FTE's in each service.

Telephone expense includes office phones and company cell phones used by employees. This expense is further allocated between Traditional Foster and Therapeutic Foster Care based on the number of FTE's in each service.

Maintenance & Repairs expense is allocated by square footage of office space. This expense is futher allocated between Traditional Foster Care and Therapeutic Foster Care 3 based upon the number of FTE's in each service.

Utilities are included in the rent.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		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. @ \$.50 PER MILE	28,125.00	28,125.00			18,750.00	75,000.00
CONFERENCES & MEETINGS, ETC.	1,500.00	1,500.00			4,500.00	7,500.00
PURCHASED TRANSPORTATION						0.00
TOTAL TRAVEL COSTS	29,625.00	29,625.00	0.00	0.00	23,250.00	82,500.00

Travel Costs Narrative

Travel costs include mileage reimbursement of \$.50 per mile. Estimated number of miles are 150,000. Conference and meetings expense include costs for 4 employees to attend conference on Foster Care.

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
G. INSURANCE COSTS						
LIABILITY	2,460.00	1,640.00		500.00	2,900.00	7,500.00
PROPERTY	330.00	220.00			250.00	800.00
ACCIDENT						0.00
OTHER						0.00
TOTAL INSURANCE COSTS	2,790.00	1,860.00	0.00	500.00	3,150.00	8,300.00

Insurance Costs Narrative

Insurance costs include liability insurance for foster parents and executive officers of the agency. Insurance costs are allocated to the services based on number of FTE's in each service.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
H.EQUIPMENT COSTS						
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased						
						0.00
						0.00
						0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	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	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)						
Copiers	900.00	900.00			900.00	2,700.00
						0.00
						0.00
TOTAL LEASE COSTS	900.00	900.00	0.00	0.00	900.00	2,700.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	1,000.00	1,000.00	0.00	0.00	1,000.00	3,000.00
TOTAL EQUIPMENT COSTS	1,900.00	1,900.00	0.00	0.00	1,900.00	5,700.00

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

Equipment Costs include lease charges for copiers and depreciation of computer system purchased in March, 2008.

ATTACHMENT C-1

LARGE EQUIPMENT DEPRECIATION CO

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, n

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

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.

ITEM(S) TO BE DEPRECIATED	NEW OR USED	DATE OF PURCHASE	TOTAL ACTUAL COST	SALVAGE VALUE	TOTAL TO DEPRECIATE	USEFUL LIFE	CHARGEABLE ANNUAL DEPRECIATION	*PERCENT USED BY CONTRACT PROGRAM	AMOUNT CHARGED TO CONTRACT PROGRAM	WHICH CONTRACTED PROGRAM
Computer system	N	03/03/2008	15,000.00	0.00	15,000.00	5	3,000.00	100.00%	3,000.00	1/3 to Trad,TFC3, RT
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
			0.00	0.00	0.00	0	0.00			
Total			15,000.00		15,000.00		3,000.00		3,000.00	

* Enter as a decimal.

ATTACHMENT C-1

EXPENSES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL EXPENSE
I.MISCELLANEOUS COSTS						
Postage	1,000.00	800.00			500.00	2,300.00
Dues/Subscriptions	2,000.00	1,000.00			1,000.00	4,000.00
Background checks	2,250.00	1,500.00			1,250.00	5,000.00
Recruitment	2,500.00	2,000.00			1,500.00	6,000.00
						0.00
TOTAL MISCELLANEOUS COSTS	7,750.00	5,300.00	0.00	500.00	3,750.00	17,300.00
J. PROFIT MARGIN (For profit entities only)						0.00
TOTAL OF ALL EXPENSES	416,970.38	497,210.38	0.00	76,580.59	613,705.54	#####

Miscellaneous Costs Narrative.

Miscellaneous costs include postage, professional dues, foster parent recruitment, and background checks on foster parents and employees. Miscellaneous costs are allocated based on the number of FTE's in each service.

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.

Management/Indirect costs are allocated to all services based on the percent of total direct salaries of each service to total agency salaries.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

N/A.

ATTACHMENT C-1

REVENUES BY PROGRAM SERVICES	Traditional Foster Care	Therapeutic Foster Care 3		MGMT INDIRECT	OTHER DIRECT SER	TOTAL REVENUES
A. GOVERNMENTAL AGENCY FUNDING (specify agency & type)						
Hamilton County Job & Family Services	375,000.00	455,000.00			620,000.00	1,450,000.00
Butler County Job & Family Services	58,000.00	51,000.00				109,000.00
						0.00
B. OTHER FUNDING						0.00
FEES FROM CLIENTS						0.00
CONTRIBUTIONS -						0.00
donations				6,000.00		6,000.00
endowment				23,000.00		23,000.00
						0.00
						0.00
AWARDS & GRANTS						0.00
						0.00
OTHER (specify)						0.00
Fundraising	5,000.00	5,000.00			7,000.00	17,000.00
TOTAL REVENUE	438,000.00	511,000.00	0.00	29,000.00	627,000.00	1,605,000.00

Revenue Narrative

Revenues are projected based upon the per diem rate and the number of children in each service.

EXHIBIT II

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 years 1 and 2.
Traditional Foster Care	\$435,383.12	\$51.87	Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
Therapeutic Foster Care 3	\$279,300.06	\$51.01	Requesting a 2.5 percent increase. Salaries and contracted services are anticipated to increase 3 percent and supplies, insurance, equipment should increase 2 percent. Other costs should be stable.
PROGRAM 3			
PROGRAM 4			

PROGRAM	RENEWAL YEAR 2 EXPENSE2	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.
Traditional Foster Care	\$448,444.61	\$53.43	Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3 percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3 percent. All other costs should increase by approximately the cost of living (2.5%).
Therapeutic Foster Care 3	\$287,679.06	\$52.54	Requesting a 3 percent increase. Salaries and contracted services are anticipated to increase 3 percent. In addition, an upgrade to computer equipment is needed that will increase costs by 3 percent. All other costs should increase by approximately the cost of living (2.5%).
PROGRAM 3			
PROGRAM 4			

ATTACHMENT D

Provider Certification

Hamilton County Department of Job and Family Services

Provider Certification Process

(Revised 5/10)

I. Overview

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

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

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

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

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

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

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

1. program staff training plan;
2. staff policy and procedure manual;
3. quality assurance plan/activities.

Refer to detailed instructions for completing the certification document.

II. INSTRUCTIONS FOR THE PROVIDER CERTIFICATION PROCESS

Section A. Program Identifying Information

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

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

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

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

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

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

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

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

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

Release of Personnel Records & Criminal Records Checks



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

REGISTRATION FORM

**RFP: SC05-21R, Non-Emergency Transportation for Medicaid Adults and
Group Transportation for Medicaid Minors
January, 2022**

All inquiries regarding this RFP are to be in writing and are to be e-mailed to:

**Sandra Carson
Hamilton County Job and Family Services
222 E. Central Parkway Contract Services, 3rd Floor
Cincinnati, OH 45202
Fax#: (513) 946-2384**

Email: Hamil_ContractServicesProcurement@jfs.ohio.gov

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 employee, county official, 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 rejection of the Providers Proposal, including 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 e-mailing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the RFP Conference and all ensuing addenda. Your signature is an acknowledgement that you have read and understand the information contained on this page. Due date for Registration Form is **February 4, 2022 no later than noon.**

DATE:	
COMPANY NAME:	
ADDRESS (including city, state, zip code):	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
NUMBER OF PEOPLE ATTENDING RFP CONFERENCE:	
SIGNATURE:	

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

**Please e-mail this completed page to RFP Contact Person at
Hamil_ContractServicesProcurement@jfs.ohio.gov**

ATTACHMENT H

Transportation Incident Reports Behavioral Suspensions

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	<p>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.</p> <p>Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • 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 <p>HCJFS may request video from the reporting vendor to verify information in the report prior to taking any action.</p>
Incidents Specific to DT/PH	<p>Incidents involving Day Treatment/Partial Hospitalization (DT/PH) consumers will be addressed in the following manner:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>HCJFS will notify the program and vendor in writing and set an effective date for the suspension or reinstatement.</p> <p>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.</p>
Alternative Transportation	<p>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.</p>

ATTACHMENT I

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

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 K

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.

ATTACHMENT L

Transportation Authorization Orders

File Layout

MONTHLY Vendor's File Layout (Vendor returns this file to HCJFS)

File Name: **EMTVendor_invoice_YYYYMMDD.txt**

<u>Field</u>	<u>Datatype</u>	<u>Description</u>
TRIP_ID	Number(10)	Trip ID
TRIP_LEG_ID	Number(10)	Trip Leg ID
FINAL_TRIP_STATUS	Number(10)	3=NO SHOW, 9=COMPLETED, 2=CANCELED
COST	Currency (4,2)	Vendor will fill in and return Status of trip. 9999.99 Vendors Charge for the trip

PROCESS & SPECIFICATIONS

3. Vendor Monthly File Submission & Invoice Specification

- a. The Vendor uses the trips in the Vendor database to formulate the final invoice
- b. The vendor sends the signed Summary Invoice as defined outside of this process
- c. The vendor sends the details (cost of individual trips and status) to HCJFS in an ASCII file
- d. The detail submission must match the final invoice
- e. If trips are missing from the vendor database, the vendor must contact the HCJFS NET worker and have the missing trips added to the HCJFS database as CALLED IN. These trips will then be sent to the vendor with the daily file submission.
- f. Once the vendor has all the trips in their database that are relevant to the final invoice, the vendor will export a file containing.
 - TRIP_ID (key)
 - TRIP_LEG_ID (key)
 - Final Status Of Trip (3=NO SHOW, 2=CANCELED, 9=COMPLETED)
 - Charge for Trip (\$9999.99)
- g. The vendor writes the Invoice detail records to the HCJFS secure FTP server in the MTM folder as EMT_VENDOR_INVOICE.TXT
- h. HCFS retrieves the invoice file, updates the HCJFS trip files and prints a Final Invoice Detailed Report to reconcile against the Summary Invoice. (Note: only records with valid HCJFS assigned TRIP_ID & TRIP_LEG_ID combination key will be updated.

EMT Systems Project

Vendor File Submission & Invoice Specifications

Last updated: January 7, 2022

File Layout

Daily Vendor's File Layout

<u>Field</u>	<u>Datatype</u>	<u>Description</u>
TRIP CATEGORY	Varchar2(15) Not Null	Derived from Purpose (PRS, PRS CS, MEDICAL, DAY TREATMENT, NET CS)
TRIP_PURPOSE	Varchar2(61) Not Null	Purpose of Client's Trip
TRIP_DATE	Date(10) Not Null	MM/DD/YYYY Trip date
LAST_NAME	Varchar2 (26) Not Null	Client's Last Name
FIRST_NAME	Varchar2 (26) Not Null	Client's First Name
APPT_TIME	Varchar2(10)	HH:MM AM Time of Client's appointment.
TRIP_ID	Number(11) Not Null	Trip ID
TRIP_LEG_ID	Number(11) Not Null	Trip Leg ID
TRIP_STATUS	Varchar2 (61) Not Null	Status of trip.
SSN	Varchar2(10) Not Null	Client's SSN
CLIENT_PHONE_NO.	Varchar2(11)	Client's Phone Number
PICKUP_ADDRESS	Varchar2 (99) Not Null	Address where client is being picked up. May be Client or Provider address
PICKUP_PROVIDER	Varchar2 (61)	Pickup Provider Name if Applicable
DROPOFF_ADDRESS	Varchar2 (99) Not Null	Address of where client is being dropped off. May be Provider or Client address
DROPOFF_PROVIDER	Varchar2 (61)	Drop Off Provider's Name if Applicable
RETURN_TIME	Varchar2(9)	HH:MM AM Time the client returned from trip.
MOBILITY_AIDE	Varchar2(40)	Client's Mobility Aide (ex: 2 Car Seats, 1 Booster)
NO_RIDERS	Number (5) Not Null	Number of riders for trip.
WORKER_NAME	Varchar2(41) Not Null	HCFJS Workers first/last name
COMMENTS	Varchar2 (201)	Comments regarding trip
MONITOR	Varchar2(6)	NEEDED, MALE or FEMALE (null = no monitor)
AUTHORIZED_REP	Varchar2(52)	authorized representative First and Last Name (Children Services Only Trips, If Applicable)
DROPOFF_CONSENT	Varchar2(3)Not Null	Consent Drop-off (Yes/no field)
SUB_CONTRACTOR	Varchar2(20)	Sub Contractor
LAST_UPDATE_DATE	date/time Not Null	MM/DD/YYYY HH:MM:SS PM

Invoice Details

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

EMT Systems Project

Vendor File Submission & Invoice Specifications

Last updated: January 7, 2022

PROCESS & SPECIFICATIONS

1. Vendor Daily File Submission Process

- a. The daily file will be automatically generated twice daily (at 12:00 and 3:00)
- b. A version of the daily file containing Urgent trips (scheduled to occur in 2 days or less) will be generated every 30 minutes (at n:55 and n:25)
- c. The Daily and/or Urgent file will be placed on the FTP server in the vendor's folder
- d. These files will have a date and time stamp appended and will remain on the server for 30 days
- e. The vendor will download the files from the FTP server (AFTER 12:00pm AND 3:00pm AND EVERY 30MINUTES AS NEEDED) (note: this is best done in an automated process that only processes the newly added files)
- f. The vendor will upload the Daily/Urgent file to a database structure for processing. This structure should use the unique key of combined TRIP_ID & TRIP_LEG_ID. Process as follows:
 - i. Trip Status = 1 (PENDING), This is a new trip to be scheduled
 - ii. Trip Status = 7 (CALLED IN) this trip was called in and may already be completed, add to data base for invoice purposes
 - iii. Trip Status = 4 (CHANGED) this is a change to a trip that was previously sent, locate the prior record by the key and make the changes
 - iv. Trip Status = 2 (CANCELED) this is previously sent trip that should be canceled, locate the prior record by the key and cancel the trip

2. Vendor Daily File Submission Specification

- a. The daily file will be automatically generated twice daily (at 12:00 and 3:00)
- b. A version of the daily file containing Urgent trips (scheduled to occur in 2 days or less) will be generated every 30minutes
- c. Sort Criteria
 - Sorted by 3 Categories (Purpose of Trip)
 - Sorted by date of Trip within Category
 - Sorted by Client's Name within Date
 - Sorted by Trip Appointment time within Client
- d. Contains Fields

Header

 - Category Header (PRS, Day Treatment, Medical, **EMT CS, PRS CS**)
 - Date of Trip Header

Details

 - Trip Number and Leg Number
 - Submission Type (4 = CHANGED, 1= PENDING, 2=CANCELED, 7=CALLED IN)
 - Client's name (detail)
 - Client SSN
 - Client's Phone Number
 - Trip Appointment Time
 - Pickup Address
 - Pickup Provider
 - Drop off Address
 - Drop off Provider
 - Mobility Aid (**2 Car Seat, 1Booster Seat**)

EMT Systems Project Vendor File Submission & Invoice Specifications

Last updated: January 7, 2022

- Number of Riders
- Workers Name
- Comments for Vendor
- Modification Date and Time Stamp

File Layout

MONTHLY Vendor's File Layout (Vendor returns this file to HCJFS)

File Name: **EMTVendor_invoice_YYYYMMDD.txt**

<u>Field</u>	<u>Datatype</u>	<u>Description</u>
TRIP_ID	Number(10)	Trip ID
TRIP_LEG_ID	Number(10)	Trip Leg ID
FINAL_TRIP_STATUS	Number(10)	3=NO SHOW, 9=COMPLETED, 2=CANCELED Vendor will fill in and return Status of trip.
COST	Currency (4,2)	9999.99 Vendors Charge for the trip

PROCESS & SPECIFICATIONS

3. Vendor Monthly File Submission & Invoice Specification

- e. The Vendor uses the trips in the Vendor database to formulate the final invoice
- f. The vendor sends the signed Summary Invoice as defined outside of this process
- g. The vendor sends the details (cost of individual trips and status) to HCJFS in an ASCII file
- h. The detail submission must match the final invoice
- i. If trips are missing from the vendor database, the vendor must contact the HCJFS NET worker and have the missing trips added to the HCJFS database as CALLED IN. These trips will then be sent to the vendor with the daily file submission.
- j. Once the vendor has all the trips in their database that are relevant to the final invoice, the vendor will export a file containing.
 - TRIP_ID (key)
 - TRIP_LEG_ID (key)
 - Final Status Of Trip (3=NO SHOW, 2=CANCELED, 9=COMPLETED)
 - Charge for Trip (\$9999.99)
- k. The vendor writes the Invoice detail records to the HCJFS secure FTP server in the MTM folder as EMT_VENDOR_INVOICE.TXT
- l. HCFS retrieves the invoice file, updates the HCJFS trip files and prints a Final Invoice Detailed Report to reconcile against the Summary Invoice. (Note: only records with valid HCJFS assigned TRIP_ID & TRIP_LEG_ID combination key will be updated.

ATTACHMENT M

Examples of Providers and Their Locations

Program Name	Program Location
Beech Acres	3325 Glenmore Ave Cincinnati OH 45211
Beech Acres	3343 Glenmore Ave Cincinnati OH 45211
Camelot (Mt Healthy)	7711 Joseph St. Cincinnati OH 45231
Camelot (Northwest)	3312 Compton Rd Cincinnati OH 45251
Camelot Community Care	3900 Cottingham Cincinnati OH 45241
Children's Home	5014 Madison Rd Cincinnati OH 45227
Children's Home	5050 Madison Rd Cincinnati OH 45227
TIP Children's Hospital	2850 Winslow Ave Cincinnati OH 45206
Glad House	1994 Madison Rd Cincinnati OH 45208
St. Aloysius	4721 Reading Road Cincinnati OH 45237
St. Joseph	5400 Edalbert Drive Cincinnati OH 45239
Positive Leaps	5900 West Chester Rd West Chester OH 45069