



**HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
CINCINNATI, OHIO**

**REQUEST FOR PROPOSALS
FOR TRANSPORTATION FOR FAMILY & CHILDRENS' SERVICES
RFP# SB01-16R**

Sealed proposals addressed to Sheila Bass, Contract Specialist, 222 East Central Parkway, Cincinnati, Ohio, 45202 and marked **FAMILY & CHILDRENS' SERVICES (CHILDREN'S SERVICES) TRANSPORTATION RFP SB01-16R** will be accepted until **2:00 P.M. (EST), Monday, April, 11, 2016.**

The RFP conference will be held on **Thursday, March 3, 2016, 1:00 P.M. (EST)** at: Hamilton County Job & Family Services; 222 East Central Pkwy; Room 6SE401; Cincinnati, OH 45202.

Submitted proposals are not subject to public inspection until a contract is awarded and executed. Proposals will be evaluated and bidders may be requested to provide a demonstration of their proposed services offered.

Instructions for submitting proposals and complete requirements and information may be obtained by visiting the County's website at: <https://www.hcjfs.org/about/request-for-proposals/> and <https://www.bidsync.com/>

Hamilton County reserves the right to accept or reject any or all proposals and to make an award of a contract to the responsible Provider whose proposal is most advantageous to the program, with price and other factors considered.

**REQUEST FOR PROPOSALS
FOR TRANSPORTATION FOR FAMILY & CHILDRENS' SERVICES
RFP# SB01-16R**

Issued by

THE HAMILTON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

222 E. CENTRAL PARKWAY

CINCINNATI, OHIO 45202

(February 24, 2016)

RFP Conference Thursday, March 3, 2016. 1:00 P.M. (EST)

Location: Hamilton County Job & Family Services

222 East Central Parkway

6th Floor, Room 6SE401

Cincinnati, Ohio 45202

Deadline for Registering for the RFP Process: Thursday, March 3, 2016

Deadline to Submit Final RFP Questions: Friday, March 11, 2016

Due Date for Proposal Submission: Monday, April 11, 2016

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Attachment B	Sample Contract
Attachment C	Budget and Instructions
Attachment D	Registration Form
Attachment E	Declaration of Property Tax Delinquency
Attachment F	Release of Personnel and Criminal Records Checks
Attachment G	Transportation Incident Reports/Behavioral Suspensions
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Attachment I	No Responsible Party Home
Attachment J	Complaint Process
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REQUEST FOR PROPOSAL (RFP) FOR FAMILY & CHILDRENS' SERVICES (CHILDREN'S SERVICES) TRANSPORTATION SERVICES

MISSION STATEMENT

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

1.0 REQUIREMENTS & SPECIFICATIONS

1.1 Introduction & Purpose of the Request for Proposal

The Hamilton County Department of Job & Family Services (HCJFS) is seeking proposals for the purchase of transportation for Children's Services. HCJFS desires one Provider to deliver services described in the Scope of Services section of this Request for Proposals (RFP). HCJFS' need is for a Provider to coordinate service delivery to ensure high quality transportation services and increased efficiency/cost effectiveness in providing these services to HCJFS consumers. Transportation services will be delivered primarily in the local Tri-State region which includes the City of Cincinnati, Southwest Ohio, Northern Kentucky and Southeast Indiana. Trips may be authorized anywhere within a 125 mile radius of downtown Cincinnati, Ohio. On occasion, a trip may require transportation outside of this 125 mile radius. Historically, this represents less than 1% of the scheduled trips.

The resulting contract will serve the Children's Services population exclusively. Individuals who are authorized by HCFS to receive transportation services shall be referred to herein as Consumers(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 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.

HCJFS' goal is to work with one Provider, who will meet the entire continuum of services.

1.2 Scope of Service

Participating families are involved with Children's Services for a number of reasons. Given their involvement with Children's Services, children and adults may exhibit issues or conditions that must be factored into the transportation plans. Trip authorizations will include consumers in receipt of services related to visitation, parenting, fingerprinting, kinship and independent living with a broad set of destinations including court, a visitation service provider, home and community visit locations, HCJFS, the Sheriff's office, court and similar sites.

Requirements for Transportation for Children's Services consumers:

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

1. Provider shall schedule, coordinate and monitor the transportation based on the authorization from HCJFS. HCJFS shall provide the Provider with trip specific service authorizations, based upon requests received by HCJFS from the designated parties (Children's Services caseworkers and external authorized requestors). The authorization will be made electronically and encrypted to the Provider, who shall then provide the service.
2. HCJFS authorized consumer requests may be made at least two (2) business days prior to the trip date.
3. Transportation is for any person with a current and open Children Services case. Consumers may include a minor child traveling alone, sibling sets, or adults traveling with or without minor Consumers. Most consumers are children traveling alone or in sibling sets.
4. Transportation is door to door service for minor consumers. In cases where more than one minor Consumer not in a sibling set is traveling without an adult, the Provider must provide a monitor, in addition to the driver, to accompany the minor Consumer. The driver may act as both the driver and monitor when only one minor Consumer, or a sibling set, is transported.

5. When picking up any Consumer for transport to an appointment, there should be no physical/verbal use of force to insist they will be transported.
6. The goal of this service is to provide safe, timely, effective transportation.
7. To maintain a protected and secure environment during said transport, either the driver or monitor must physically accompany minor Consumer from the location to the vehicle. They must also accompany the minor Consumer from the vehicle to the authorized location and wait with the minor Consumer until a pre-authorized adult is ready to receive the minor Consumer. The driver/ monitor is required to ask for identification (ID) whenever he/she delivers a minor Consumer to the designated location. The ID submitted must match the name of the pre-authorized adult on the request for transportation.
8. Visitation locations require waiting up to fifteen (15) minutes after the appointment start time to ensure the visit will occur and to release the minor Consumer from the custody of the driver. If the appointment is cancelled, the minor Consumer must be immediately routed to the location designated in the authorized return trip.
9. At the end of the appointment, the minor Consumer should wait no more than twenty (20) minutes after the Provider is called for pick up from the appointment. The majority of appointments will have a designated return time. The return trip may only be made to the pre-authorized drop off location.
10. Provider will be required to maintain full accountability of minor Consumer(s) being served. The employees of the Provider shall be sensitive to the care and needs of all Consumer(s). A protected and secure environment must be maintained at all times.
11. All authorized drop off locations will have a pre-authorized adult to receive unaccompanied minor Consumer(s).
12. Provider cannot refuse service for authorized consumers who fall within the scope of the contract, but HCJFS may ban consumers for reasons related to behavior or needs in excess of available service. Provider shall defer to HCJFS on any rejection of requests for service for Consumers in cases of disruptive behavior. Attachment G: Transportation Services Procedure Memo (TSPM) 002 Transportation Incident Reports/Behavioral Suspensions and Attachment H: HCJFS 3303, Transportation Incident Report.

13. Provider coordination of all transports shall be provided in a manner to be most cost efficient while addressing the Consumer(s)'s medical, physical, custodial, psychiatric and timeliness needs.
14. Provider must supply the consumers or requestors of service with a local cell phone number or agency number so the same can call and advise that the consumer is ready for pick-up after the service or appointment's conclusion or to cancel previously scheduled transportation.
15. Provider shall maintain daily trip sheets or a similar electronic record verifying that services were provided. Minimum information requirements include, but are not limited to, printed Consumer name, Consumer signature, 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.
16. Provider shall coordinate transportation trips to both optimize efficiency and consumer safety in a manner that results in prompt response time. Provider shall continuously review and compare actual service results, implementing changes as necessary to improve transportation services.
17. Provider must ensure, unless authorized by HCJFS, a consumer will not ride in transportation vehicles during any one-way transport leg for more than seventy-five (75) minutes while traveling to or from the authorized destination. The only exception is an authorized alternate drop off for a minor with no responsible adult at home.
18. Provider shall develop and implement policies and procedures to detail all aspects of managing and delivering transportation services that are requested herein, including but not limited to transportation scheduling, transportation services, invoicing, complaint/incident report and follow up, employee requirements, Consumer management and vehicle management. All policies and procedures shall be compiled in a manual format and shall be available at HCJFS request.
19. Standards exist for consumers who utilize transportation arranged by HCJFS. Failure of a consumer to abide by the standards may result in downgrade of services

including suspension of transportation cab/van services by the Transportation Services Supervisor. If contacted by the media or any other Provider about this contract, Provider agrees to notify the Transportation Supervisor or Section Chief in lieu of responding immediately to media or other Provider queries.

20. Provider shall maintain, locally, all service-related records for a minimum of six (6) years, unless otherwise instructed by HCJFS. All Provider records shall be made available for review upon request in Cincinnati either electronically (scanned or original electronic record) and in hard copy.

1.2.1 Population

The following data is provided for planning purposes only. HCJFS does not guarantee that the current service level will increase, decrease, or remain the same. Provider understands that neither HCJFS nor the County is making any guarantees as to the amount of Children's Services transportation services that it will purchase pursuant to this RFP.

From July 2012 through November 2015 HCJFS scheduled services for approximately 37,500 one way transports and delivered services for a total of approximately 20,600 one way transports.

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

1.2.2 Service Components

1. Provider shall have a toll free telephone number accessible and answered 7:00 A.M. through 10:00 P.M. seven (7) days per week for consumers to call. Provider shall be available to provide transportation services 7:00 A.M. through 10:00 P.M., seven (7) days a week.
2. Provider shall dedicate an employee(s) to respond to non-medical emergencies (car trouble, accidents, etc.) and communicate emergency information to HCJFS' transportation management, parents/caregivers, Children's Services, and child care facilities.

3. Provider shall transport individuals in folding wheelchairs, who can independently transfer from such wheelchair to the vehicle. Provider shall supply drivers who shall fold and store the wheelchair and provide minimal assistance (i.e. opening/closing the vehicle door and providing a step stool, when necessary).
4. For appointments with established return times, set at the point of authorization with HCJFS, the required response time is within a twenty (20) window around the return time. Due to the nature of the appointments, the expectation is that the majority of return trips will have a scheduled return time. For the unscheduled "will call" pickups, the Provider shall ensure a response time of thirty (30) minutes from the receipt of the call from the consumer and the vehicle arriving at the designated pickup location. Based on the age, height and weight of the minor consumers transported, the Provider shall have vehicles equipped in accordance with all federal, state, local laws, rules and regulations when transporting (i.e., car seats, booster seats, etc.).
5. Provider shall be available to meet on a scheduled and unscheduled basis, with HCJFS' staff to facilitate HCJFS' staff monitoring of contract performance, compliance, and program practices.
6. Only HCJFS Children's Services Consumers may be transported in any given vehicle and the Provider shall not combine trips with persons from any other sources, including HCJFS. When no pre-authorized adult is home for the drop-off of a Consumer under the age 18, and the pre-authorized adult does not answer the phone, the Provider shall follow Attachment I – Transportation Services Procedure Memo (TSPM) 011: No Responsible Party Home.
7. Due to the mandated nature of certain transports for appointments, the Provider shall transport consumers in inclement weather, unless a jurisdiction in which the Consumer will travel has a Level 2 Snow Emergency. The Provider shall coordinate with schools and facilities, as needed, in cases where those facilities may be closed because of weather or other conditions. Provider shall arrive at the consumers' originating pick-up location in time for them to be at their appointments and destinations on time, as scheduled.
8. Minor Consumer(s) from the same family, riding to and from appointments together, shall have only one driver/monitor to accompany them to and from the

appointment. This includes physically assuming responsibility at the designated pick up point and escorting unaccompanied minor Consumer(s) to the point of release for appointments of an authorized pre-authorized adult, and maintaining complete awareness and vigilance of minor Consumer activity.

9. Once the minor Consumer(s) arrive at the designated appointment, the driver/monitor is to release the minor Consumer(s) only to the pre-authorized adults, at the designated appointment location. Upon appointment completion, the Provider will be required to pick-up the minor Consumer(s) for transport.
10. The monitor will escort the minor Consumer(s) from the appointment location, and return the minor Consumer(s) to the designated drop off location. The monitor will release the minor Consumer(s) to the pre-authorized adult.

1.2.3 Incidents

1. Provider shall verbally contact the Transportation Services Supervisor within one (1) hour of the occurrence of a critical incident. A critical incident includes, but is not limited to, no pre-authorized adult at home, vehicle accident, trauma or injury, danger to life or limb, death and/or medical involvement or an incident or event which may result in media involvement by HCJFS. Please see Attachment H for a full listing of critical incidents. If the Transportation Services Supervisor is unavailable, the Provider shall contact the supervising Section Chief. In addition the Provider shall forward a written incident report within twenty-four (24) hours via e-mail. If a review of the available reports determines that additional information for proper and meaningful analysis is required, HCJFS shall conduct timely follow-up with the Provider.
2. Provider shall e-mail any non-critical incident reports within twenty four (24) hours of the actual incident to HCJFS Transportation Services. The report shall detail what occurred, staff involved outcome, and resolution. Reports that are purely informational and do not require intervention or follow-up shall be labeled "FYI."

1.2.4 Complaint Resolution

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

Provider is required to:

1. Have a Complaint Management process, establishing response and resolution expectations for all complaints received by Provider via e-mail or phone. The expectation is that medical providers and facilities that act as requestors of service will follow the e-mail complaint process outlined in Attachment J: Transportation Services Procedure Memo 016 C – Transportation Services Complaint Process. Adult Consumers may prefer to utilize the phone process;
2. Designate an employee who is responsible for managing all Consumer complaints. This individual is to facilitate the resolution of complaints regarding Provider's services and refer to HCJFS those involving authorizations or other HCJFS responsibilities;
3. Provide large typed signs in all vehicles that explain the Consumer complaint process in clear and easy-to-understand language, also incorporating Limited English Proficiency (LEP) and other needs of Consumers, and contact information for Consumers to address a complaint;
4. Ensure the above contact person, or someone providing coverage for this person, is available by phone during HCJFS business hours (M-F **7:30** a.m. – 4:30 p.m.);
5. Provider will track complaints by Consumer and type of complaint. Provider will individually address and document the resolution of each complaint and maintain information in an appropriate database or spreadsheet;
6. Provider will analyze and use information from the complaint database to increase service and decrease complaints; and make the data available to HCJFS within five (5) days of a request from HCJFS and /or the end of each month, depending on which occurs first;
7. Excellent Consumer service is a priority. HCJFS reserves the right to implement

a performance improvement plan as a result of multiple complaints concerning service delivery; and

8. Provider shall send weekly, monthly and ad hoc (as requested) complaint reports to HCJFS.

1.3 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:

1. **Citizenship:** All employees shall be citizens of the United States of America or documented persons who were lawfully admitted for permanent residence. The Provider and its sub-contractors understand that the U.S. Citizenship and Immigrations Services require that all U.S. employers must complete and retain a Form I-9 for each individual that they hire for employment in the United States (including citizens and non-citizens). Provider and its sub-contractors further understand that the form requires them, as the employers, to examine the employment eligibility and identity document(s) that an employee presents to determine whether the document(s) reasonably appear to be genuine and relate to the individual and to record the document information on the Form I-9.
2. **Work History:** Providers shall verify all information on job applications for their respective employees who have direct or indirect contact with Consumers. Verification shall include references and work history information.
3. **Criminal Record Check:** Provider warrants and represents it will comply with ORC 2151.86 and will annually complete criminal record checks on all individuals assigned to work with, or transport Consumers. Provider will obtain a statewide conviction record check through the Bureau of Criminal Identification and Investigation (“BCII”), and obtain a criminal record transcript from the Cincinnati Police Department, the Hamilton County Sheriff’s Office, and/or any law enforcement or police department necessary to conduct complete criminal record checks of each individual providing service. All completed and documented checks shall be maintained in the employee file.

- a. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above criminal records transcripts or reports by HCJFS or anyone conducting compliance reviews on its behalf.
 - b. 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 individual is hired.
4. **Central Registry Report:** Provider warrants and represents it will secure a release for an annual Central Registry report from all individuals assigned to work with or transport Consumers.

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

- a. Provider shall ensure that every above described individual will sign a release of information, attached hereto and incorporated herein as Attachment F to allow inspection and audit of the above Central Registry report by HCJFS or anyone conducting compliance reviews on their behalf.
 - b. Provider shall not assign any individual to work with or transport consumers until a Central Registry report is obtained. A Central Registry report must be dated within six (6) months of the employee start date.
5. **Individuals Who Have Been Convicted:** Individuals who have been convicted of or plead guilty to any violation of any of the laws contained in the Ohio Revised Code Section 5153.111(B)(1) or Section 2919.24 shall not come into contact with HCJFS' Consumers. Employers shall not operate a vehicle with a Consumer as a passenger if:
- a. **Safe Driving:** If individual has a condition which would affect safe operation of a motor vehicle;
 - b. **Driving Records:** If individual has six (6) or more points on his or her driver's license, or the individual has been convicted of driving while under

the influence of alcohol and/or drugs. Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

6. **And Individual Who has a Public Children's Services Agency (PCSA)**

History: HCJFS may request that the Provider not use an employee or prospective employee as a driver or a monitor based on confidential information known to HCJFS. An employee or prospective employee may not have a history of substantiated abuse or neglect in the Central Registry. No driver or monitor shall be permitted to transport or accompany Consumers prior to passing a screening of the Central Registry.

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

- a. A valid and current driver's license.
- b. 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.
- c. Meets the requirements of the Ohio Revised Code or the Ohio Administrative Code, as applicable for Driver's Licensing commensurate with the type of vehicle being driven.
- d. 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.
- e. 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. Vehicles must be maintained in accordance with manufacturer's specifications. In addition, the interior and exterior of each vehicle will be cleaned weekly and be free of debris, smoke –free and fragrance-free.

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 that Children's Services Consumers are being transported. In this same regard, the Provider's business may not imply that Children's Services Consumers are being transported.

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

For the purpose of responding quickly to emergency situations, Provider agrees to equip each vehicle with a first aid kit, a blood borne pathogen kit, a device designed for cutting restraint straps should an emergency evacuation be necessary, and a 2-way radio or cell phone which can cover all Hamilton County and anywhere within a 125 mile radius of downtown Cincinnati, Ohio.

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

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

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

Cameras must be front mounted, with a 360 degree view, a continuous loop, the ability to view the driver, any monitor(s), Consumer(s) and have capacity for storage which allows HCJFS to review video of an incident and/or preserve for possible court action. Provider's use of a vehicle camera shall be prominently displayed on the interior or exterior of the vehicle.

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

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 provide for Provider to schedule transportation for Consumers. Providers must demonstrate capacity to comply with the following technical requirements:

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

7. Providers must submit monthly invoice to HCJFS STFP site on monthly basis which provides the billing detail in Attachment K. All invoices or any other electronically submitted reports are to be in ASCII File as outlined in the Attachment K.
8. Any system used by Provider to collect information about the services delivered to Consumers for reporting and invoicing purposes to HCJFS must include at a minimum the following for each leg of the trip:
 - a. Trip ID – unique identifier for each trip leg;
 - b. Consumer ID (provided from website interface);
 - c. Consumer First Name;
 - d. Consumer Last Name;
 - e. Trip Date; and
 - f. Trip Leg Time.
9. Provider may be required to attend training or technical briefings in regards to HCJFS data updates or upgrades.

1.4 Reporting Requirements

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

1.4.1 Monthly Staffing Report

The Monthly Staffing Report (Staffing Report) shall be due no later than the 15th day of the month following the service month. The Staffing Report shall provide for each day (starting with 7:00 A.M. and ending with 10:00 P.M.) with the total number of drivers and monitors who are immediately available to transport Consumers.

1.4.2 Records of Vehicle Inspection

(Requirements set forth in Section 1.3.1.) The Vehicle Inspection Report (Vehicle Report) shall be due no later than the 15th day of the month following the service month. The Vehicle Report shall include records of all vehicle inspections performed during the service month. The Vehicle Report shall include the make, model, year, license plate number, vehicle identification number, inspection sticker date, Provider's inspection form, and whether the vehicle passed the inspection.

1.4.3 No Show Reports

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

1.4.4 Employee Criminal Record and Central Registry Checks

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

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

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

2.0 Provider Proposal

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

1. Hardcopy Requirements

- All proposal pages must be numbered sequentially from beginning to end, including attachments.
- Each proposal should not exceed a total of 200 pages.
- Each submission must have one (1) signed original proposal and six (6) copies.
 - One of the six (6) copies must be submitted as single-sided.
 - Each proposal should be written in Times New Roman twelve (12) point font.

2. Electronic Requirements

- Budget in unlocked Excel format.
- Original proposal on a CD or flash drive in a pdf format and the pages must be numbered from 1 - 200.

3. Proposal Organization

Proposals must contain all the specified elements of information listed below **without exception, including all subsections therein:**

- Section 2.1 - Cover Sheet
- Section 2.2 - Service and Business Deliverables:
 - Section 2.2.1 – Program Components
 - Section 2.2.2 – System and Fiscal Administration Components
- Section 2.3 – Budgets and Cost Considerations
- Section 2.4 - Provider References
- Section 2.5 - Personnel Qualifications
- Section 2.6 - Insurance
- Section 2.7 - Indemnification
- Section 2.8 Declaration of Property Tax Delinquency

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 for the Initial Term of July 1, 2016 through June 30, 2018 and the Renewal Term of July 1, 2018 through June 30, 2020. The Unit Rate must be supported by the Budget.

2.2 Service and Business Deliverables

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

2.2.1 Program Components

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

1. Describe how your organization will be fully operational and in compliance with the scope of service and other requirements as specified in this RFP.
2. Describe how your organization will be providing the service identified in Section 1.2 Scope of Service. Include details about the type of vehicles to be utilized and number of staff that will be necessary, for example drivers, administrative staff.
3. Describe how your organization will identify population you currently serve and your history and experience. Please state your competitive advantage and ability to meet the terms, conditions and requirements defined in this RFP.
4. Describe how your organization will provide a toll free telephone number accessible 7:00 A.M – 10:00 P.M., seven (7) days per week, for consumers to call and personnel to answer the toll free telephone number.
5. Describe how your organization will coordinate all transports in a manner that will be most cost efficient and appropriate to consumer needs.

6. Describe how your organization will coordinate and monitor the transportation.
7. Describe how your organization will handle last minute changes to the current trip and newly authorized trips.
8. Describe your organization's policy for handling contacts from the media regarding consumer incidents.
9. Describe how your organization will share the communicating of non-medical emergencies such as car trouble, accidents, etc. to HCJFS' transportation management, parents, Children's Services and designated drop off locations.
10. Describe how your organization will handle language barriers.
11. Describe how your organization will maintain adequate capacity for service provision and submit a fleet inventory defining the number of vehicles you have access to with critical vehicles, and other pertinent information for the provision of safe, efficient transportation for HCJFS consumers.
12. Describe how your organization will maintain daily records on attendance sheets verifying that service was provided.
13. Describe how your organization will ensure appropriately skilled drivers by detailing the training policy for drivers, dispatchers, etc. Reference Section 1.3 Employee Qualifications, G. Employees Operating A Vehicle.
14. Describe your experience, and or your ability, to maintain the confidentiality of consumer information and to exchange consumer data with HCJFS via secure and encrypted Certified Mail e-mail.
15. Describe your organization's ability to attend trainings/briefings regarding technical requirements as needed
16. Describe your organization's ability to have transportation available for consumers 7:00 AM-10:00 PM, seven (7) days a week regardless of holidays or inclement weather.
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 secure ftp consumer that will be utilized or the transfer of 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 Excel version XP or 2007 format.

2.2.2 System and Fiscal Administration Components

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

1. Contact Information - Provide the address for the Provider's headquarters and service locations. Include a contact name, address, and phone number.
2. Provider History - Provide a brief history of Provider organization. Include the Provider's mission statement and philosophy of service. Include a listing of all subsidiary and affiliate companies connected with Provider's organization, including the percentage of interest of ownership. In addition, please provide a list of all brother/sister companies and any other related companies as well as each company's major line of business.
3. Provider's Primary Business - State the Provider's primary line of business, the date established, the number of years of relevant experience, and the number of employees.
4. Table of Organization - Clearly distinguish programs, channels of communication and the relationship of the proposed provision of services to the total company.
5. Insurance and Worker's Compensation - A current certificate of insurance, current endorsements and Worker's Compensation certificate.
6. Job Descriptions - For all positions in the Budget.
7. 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.
8. Program Quality Documents - Attach documents which describe and support

program quality. Such documents may include, but are not limited to, the forms used for monitoring and evaluation or copies of awards received for excellent program quality.

9. Provider Brochures - A copy of the Provider's brochures which describe the services being proposed, including a rider's guide.

Please provide the following attached only to the original proposal:

10. Provider Ownership - Describe how the agency/company is owned (include the form of business entity -i.e., corporation, partnership or sole proprietorship) and how the entity is financed.
11. Annual Report - A copy of Provider's most recent annual report, the most recent independent annual audit report, and a copy of all management letters related to the most recent independent annual audit report and the most recent Form 990 if applicable. 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. **It is the responsibility of the Provider to redact tax identification numbers from all documents prior to submission to HCJFS.**

2.3 Budgets and Cost Considerations

A Budget is required for the Initial Term and the Renewal Term. HCJFS anticipates services will begin no later than July 1, 2016. Provider must submit a Budget and Unit Rate calculation of the trip rate per leg per person, for the Initial Term of July 1, 2016 through June 30, 2018 and the Renewal Term of July 1, 2018 through June 30, 2020. Provider understands the Unit Rate set forth on the Cover Sheet will be used to compensate Provider for services provided.

A. Budgets and Unit Rate

Unit Rate must be submitted in the form provided as Attachment C.

In the event a fuel surcharge is included in Provider's proposal, please submit the following:

1. The proposed base price of fuel per gallon used in calculating the Unit Rate, as well as the methodology used to determine the Unit Rate.
2. Average miles per gallon fuel consumption per vehicle type.
3. The following method will be used to determine when the fuel surcharge will apply. NOTE: HCJFS will only allow fuel surcharge compensation if the price per gallon of fuel exceeds the base price of fuel per gallon used by Provider in calculating the Unit Rate by 10% or more (“fuel surcharge threshold price”).
4. It is the responsibility of the Provider to insure timely requests for fuel surcharge compensation; once a service month has been invoiced, no future requests for fuel surcharges will be approved for such month.
5. In the event the retail gasoline price, regular grade, as reported by the US Energy Information Administration (EIA) website for the Midwest region, increases above the fuel surcharge threshold price, (as reported on the first Monday of each month), HCJFS will compensate the Provider for such difference.
6. Compensation by HCJFS for any fuel surcharge will require Provider to submit a separate monthly invoice, outlining the following:
 - i. Base Price \$0.00
 - ii. Fuel Surcharge Threshold Price \$0.00
 - iii. EIA Invoice Month Average Price \$0.00
 - iv. EIA Invoice Month Average Price – Fuel Surcharge Threshold Price
\$0.00 = Difference \$0.00
 - v. Number of Gallons of Fuel Purchased for Invoice Month ###
 - vi. Fuel Surcharge Amount \$0.00
7. Provider will provide source documents supporting the number of gallons purchased for Invoice Month.
8. In no event, will HCJFS compensate a fuel surcharge greater than Provider’s actual fuel costs.

B. Profit Margin

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

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

NOTE: The electronic copy of the Budget and Provider's proposal must be received by the due date specified in the RFP.

The electronic copy of the Budget must be submitted in an unlocked Excel format and must match the hardcopy budget submitted in the proposal.

For the Renewal Term of July 1, 2018 through June 30, 2020, any increase in Unit Rate will be at the sole discretion of HCJFS, subject to funding availability and contract performance, and will be limited to no more than a 3% increase of the Unit Rate from the Initial Term. HCJFS does not guarantee that the Unit Rate will be increased from the Initial Term to the Renewal Term. Nothing in the RFP shall be construed to be a guarantee of any Unit Rate increase.

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

1. Transportation; and
2. Monitor(s); and
3. Other direct services and indirect costs which include but are not limited to insurance, administration necessary to accurately calculate the cost of a unit of Service

All revenue sources available to Provider to serve Consumers must 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.

C. Unit Rate:

Provider must submit a Unit Rate supported by the Budget for each service proposed for Initial Term and the Renewal Term and must be listed on the Cover Sheet, Attachment A.

1. Provider must submit a detailed narrative which demonstrates how costs are related to the service(s) presented in the proposal.
2. If Provider is a for-profit organization, "profit" will be a separately negotiated element of price pursuant to OAC 5101:9-4-07,
3. For the purposes of this RFP, "unallowable" program costs include:
 - i. 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;
 - ii. bad debt or losses arising from uncorrectable accounts and other claims and related costs;
 - iii. contributions to a contingency(ies) reserve or any similar provision for unforeseen events;
 - iv. contributions, donations or any outlay of cash with no prospective benefit to the facility or program;
 - v. entertainment costs for amusements, social activities and related costs for staff only;
 - vi. costs of alcoholic beverages;
 - vii. goods or services for personal use;
 - viii. fines, penalties or mischarging costs resulting from violations of, or failure to comply with, laws and regulations;
 - ix. gains and losses on disposition or impairment of depreciable or capital assets;
 - x. cost of depreciation on idle facilities, except when necessary to meet Contract demands;
 - xi. 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);
 - xii. losses on other contracts';
 - xiii. organizational costs such as incorporation, fees to attorneys, accountants

- and brokers in connection with establishment or reorganization;
- xiv. costs related to legal and other proceedings;
- xv. goodwill;
- xvi. asset valuations resulting from business combinations;
- xvii. legislative lobbying costs;
- xviii. cost of organized fund raising;
- xix. cost of investment counsel and staff and similar expenses incurred solely to enhance income from investments;
- xx. 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;
- xxi. advertising costs with the exception of service-related recruitment needs, procurement of scarce items and disposal of scrap and surplus;
- xxii. cost of insurance on the life of any officer or employee for which the facility is beneficiary;
- xxiii. major losses incurred through the lack of available insurance coverage;
- xxiv. cost of prohibited activities from section 501(c)(3) of the Internal Revenue Code; and
- xxv. costs associated with staff retention incentives.

If there is a dispute regarding whether a certain item of cost is allowable, the decision of HCJFS will be final;

D. Contract Period, Funding & Invoicing:

A contract will be written for an Initial Term of two (2) years and a Renewal Term of two (2) years. The Renewal Term will be at the option of the County. Contract renewal and any proposed renewal year rate increase (up to 3% subject to Section 2.3) will be initiated at the sole discretion of HCJFS, subject to funding availability and Provider contract performance. Contract payment is based on Unit Rates for authorized services already provided. HCJFS will use its best efforts to make payment within 30 days of receipt of timely and accurate invoices and all required documentation. HCJFS will not pay late fees, interest, or other penalties for payments made thirty (30) days after receipt of an invoice from Provider.

See Attachment B for a sample Provider Contract. This is merely a sample

contract and HCJFS reserves the right to add or delete contract language to meet program needs in the final contract. This sample contract is provided as an example of expectations and possible language and cannot be relied upon by Provider as the form of the final contract.

E. Invoices:

Provider shall submit a monthly invoice to the Transportation Services Supervisor on a per-person, per-leg (one-way) basis. There shall be no additional recompense for companions riding with minor Consumers/adults Consumers or no shows.

Original invoices for each service shall be sent according to Section 1.3.2 Technology Requirements and payment process will be as follows:

1. Provider shall submit a separate invoice for each service month. HCJFS reserves the right to not make payment for any invoice, either an initial invoice or a supplemental invoice, which is submitted to HCJFS more than sixty (60) calendar days from the end of the service month.
2. For invoices which are received timely but are not accurate, there will be no extension of the time limitations set forth in Paragraph one (1), above of this Section for re-submission of an invoice unless such delay is caused solely by HCJFS.
3. For accurate invoices that are received timely, HCJFS will use its best efforts to make payment within thirty (30) calendar days after receipt of the invoice for all invoices received in accordance with the terms of the contract.
4. Each invoice shall include a signed cover sheet with the Provider's name and address, invoice date, invoice number, billing period information, population identification, dollar amount due for each day of the billing period and the total dollar amount due for the billing period.

2.4 Provider References

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

1. Company name;
2. Address;
3. Phone number;
4. Fax number;
5. Contact person;
6. Nature of relationship and service performed; and,
7. 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

For key program and business personnel who will be assigned to work on the services described herein, please submit resumes with the following:

1. Proposed role;
2. Industry certification(s), including any licenses or certifications and, if so, whether such licenses or certifications have been suspended or revoked at any time;
3. Work history; and
4. Professional reference (company name, contact name and phone number, scope and duration of program).

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

It is the Provider's responsibility to redact all personal information from resumes. Provider should be certain that the resume reflects the person's position title instead of his/her name so HCJFS can tie the position back to the information set forth on the Budget.

2.6 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:

1. 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 Two 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.

2. 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.

3. Umbrella and excess liability insurance policy with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
 - a. Additional insured endorsement;
 - b. Pay on behalf of wording;
 - c. Concurrency of effective dates with primary;
 - d. Blanket contractual liability;
 - e. Punitive damages coverage (where not prohibited by law);
 - f. Aggregates: apply where applicable in primary;
 - g. Care, custody and control – follow form primary; and
 - h. 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.

4. Workers’ Compensation insurance at the statutory limits required by Ohio Revised Code.
5. The Provider further agrees with the following provisions:
 - a. All policies, except workers’ compensation and professional liability, 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.

- b. The certificate of insurance forms 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.

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.
 8. 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.
 9. 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.
 10. 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.

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

2.7 Indemnification

1. General

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners, Hamilton County, Ohio and its respective individual members, officials, officers, employees, agents, and volunteers and the Hamilton County Department of Job & Family Services and its respective individual members, officials, officers, employees, agents, and volunteers (collectively all entities and individuals to be known as the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogations (of any party involved in the subject of the Agreement), 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 use of resulting without injury damage or destruction) of any nature whatsoever, arising out of or incident to in any way, the performance of the terms of the Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor's(s') employees, agents, assigns, volunteers and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, liabilities, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

2. Patent and Copyright

Provider agrees to protect, defend, indemnify and hold free and harmless the Indemnified Parties from and against any and all claims for compensation, suits, demands, actions, settlements, damages, judgments, expenses, legal expenses, court costs or other costs whatsoever relating to Provider or Provider caused infringement of any copyright, invention, trade secret, patent used or any other proprietary rights of a third party pertaining thereto.

The Indemnified Parties shall provide Provider prompt written notice of any such claim, suit, demand, or action of which they become aware, and shall cooperate with Provider in the defense and settlement thereof. Provider shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. In the event Provider fails to defend the Indemnified Parties as set forth in this Paragraph, such parties may defend themselves and Provider shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this Paragraph shall survive the expiration or termination of the Agreement for any reason.

If such claim has occurred, or is likely to occur, Board agrees to permit Provider, at Provider's option and expense, either to procure for HCJFS the right to continue using the designs, configurations, software, technology, or other products to be supplied under the Agreement, or to replace or modify the same with at least equal functionality and reliability so that they become non-infringing but still meet the requirements of the Agreement.

If, during the course of any litigation or threatened litigation concerning such allegations of copyright, invention, trade secret, patent or any other proprietary right infringement, a temporary or a final injunction is obtained against the Indemnified Parties' use of the Provider's deliverables or portions thereof which allegedly caused infringement of any copyright, invention, trade secret, patent used, or any other proprietary rights, or if in Provider's opinion, a deliverable is likely to be declared infringing of

copyright, invention, trade secret, patent or any other proprietary right, Provider will, at its option and expense, either:

- a. Procure for the Indemnified Parties the right to continue using the deliverable(s); or
- b. Replace or modify the deliverable(s) for the Indemnified Parties of such infringing portion thereof so that it no longer infringes such copyright, invention, trade secret, or other proprietary right, so long as the utility or performance of the deliverable(s) is not adversely affected by such replacement or modification of the deliverable(s).

2.8 Declaration of Property Tax Delinquency

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

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

3.0 PROPOSAL GUIDELINES

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

3.1 Program Schedule

ACTION ITEM	DELIVERY DATE
RFP Issued	February 24, 2016
RFP Conference	March 3, 2016 @ 1:00 P.M. (EST)
Deadline for Registering for the RFP Process	Thursday, March 3, 2016
Deadline to Submit Final RFP Questions	Friday, March 11, 2016
Deadline to Issue Final RFP Answers	Wednesday, March 16, 2016
Deadline to Submit Proposals to HCJFS Contact Person	April 11, 2016, 2:00 P.M. (EST)
Anticipated Proposal Review Completed	April 27, 2016
Oral Presentation/Site Visits – if needed	Week including May 1, 2016
Anticipated Negotiation Schedule	May 9 – June 9, 2016
Anticipated Start Date	Friday, July 1, 2016

3.2 HCJFS Contact Person

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

By mail:

Sheila Bass, Contract Services
Hamilton County Department of Job & Family Services
222 East Central Parkway, 3rd floor
Cincinnati, Ohio 45202

By e-mail:

HCJFS_RFP_Communications@jfs.hamilton-co.org.

By fax:

(513) 946-2384

(RFP number SB01-16R should be identified/entered in the subject line of the mail, e-mail or fax)

3.3 Registration for the RFP Process

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

All interested Providers must complete a Registration Form (see Attachment D) and submit to the RFP Contact Person listed above in Section 3.2 HCJFS Contact Person, to register, leave their name, company name, email address, fax number and phone number.

3.4 RFP Conference

The RFP Conference will take place at the Hamilton County Department of Job & Family Services, 222 East Central Parkway, Cincinnati, Ohio 45227, 6th Floor, Room 6SE401, on the date listed in Section 3.1, Program Schedule.

Providers may also submit written questions regarding the RFP or the RFP Process. All communications are to be sent only to the RFP Contact Person listed in Section 3.2.

- A. Prior to the RFP Conference, questions submitted regarding the RFP or proposal process to the RFP Contact Person. The questions and answers will be distributed at the RFP Conference.
- B. After the RFP Conference, questions may be submitted regarding the RFP or the RFP Process to the RFP Contact Person.
- C. No questions will be accepted after the date listed in Section 3.1 Program Schedule. The final responses will be posted as an addendum to the RFP no later than the date listed in Section 3.1 Program Schedule by the close of business.
- D. Provider questions, as well as 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 Friday, March 11, 2016.

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

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 March 11, 2016 of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to Section 3.8, Addenda to RFP. Clarification shall be given by fax or e-mail to all parties who registered for the RFP, Section 3.3, without divulging the source of the request for same.

If a Provider fails to notify HCJFS prior to the **Deadline for Receiving Final RFP Questions** as listed in Section 3.1 Program Schedule, of an error in the RFP known to the Provider, or of an error which reasonably should have been known to the Provider, the Provider shall submit its proposal at the Provider's own risk. If awarded the

Contract, the Provider shall not be entitled to additional compensation or time by reason of the error or its later correction.

3.8 Addenda to RFP

HCJFS may modify this RFP by issuance of one or more addenda. In the event modifications, clarifications, or additions to the RFP become necessary, all addenda to the RFP will be posted to <http://www.hcjfs.hamilton-co.org> and <http://www.bidsync.com>

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:

1. Reduce the utilization of the services provided under the Contract, without change to the terms and conditions of the Contract; or
2. 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 until execution of any contract resulting from this RFP.

4.1 Preparation of Proposal

Proposals must provide a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the RFP. Provider must clearly identify and detail any exceptions it takes to specifications, terms or expectations as defined in this RFP. Expensive binding, colored displays, promotional materials, etc. are not necessary. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and specifications, completeness, and clarity of content. The proposal must include all costs relating to the services offered.

4.2 Cost of Developing Proposal

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

4.3 False or Misleading Statements

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

4.4 Delivery of Proposals

Proposals must be received by the RFP Contact Person at the address listed in Section 3.2, RFP Contact Person, no later than the deadline listed in Section 3.1 Program Schedule. ***Proposals received after this date and time will not be considered.*** If Provider is not submitting the proposal in person, Provider should use certified or

registered mail, UPS, or Federal Express with return receipt requested and email the RFP Contact Person the method of delivery. A receipt will be issued for all proposals received. No e-mail, facsimile, or telephone proposals will be accepted.

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

4.5 Acceptance and Rejection of Proposals

HCJFS reserves the right to:

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

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

4.6 Evaluation and Award of Contract

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

Stage 1. Preliminary Review

A preliminary review of all proposals submitted by the deadline listed in Section 3.1 Program Schedule will be performed to ensure the proposal materials adhere to the Mandatory Requirements specified in the RFP. Proposals which meet the Mandatory Requirements will be deemed Qualified. Those which do not, shall be deemed Non-

Qualified. Non-Qualified proposals will be rejected. Qualified proposals in response to the RFP must contain the following Mandatory Requirements:

- A. Registry for RFP
- B. Timely Submission – The proposal is received at the address designated in Section 3.2 no later than the deadline listed in Section 3.1 Program Schedule and according to instructions. Proposals mailed but not received at the designated location by the specified date shall be deemed Non-Qualified and shall be rejected.
- C. Signed and Completed Cover Sheet, Section 2.1;
- D. Responses to Program Components, Section 2.2.1
- E. Responses to System and Fiscal Administration Components, Section 2.2.2; and
- F. Completed Budgets, Section 2.3.

Stage 2. Evaluation Committee Review

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

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

	substantial deviation.
Exceeds Requirement	Provider's proposal fulfills a particular RFP requirement in all material respects, and offers some additional level of quality in excess of HCJFS expectations.

Stage 3 Other Materials

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

- A. Written responses from Provider to clarify questions posed by Review Committee. Such information requests by Review Committee and Provider's responses must always be in writing;
- B. Oral presentations. If HCJFS determines oral presentations are necessary, the presentations will be focused to ensure all of HCJFS' interests or concerns are adequately addressed. The primary presentation must include Provider's key program personnel. HCJFS reserves the right to video tape the presentations.
- C. Site visits will be conducted for all 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 2.2.1 Program Components, Section 2.4 Provider References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Budgets and Cost Considerations is worth 25% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.2.2 is worth 20% of the total evaluation score.
- D. Section 4.6, Stage 3, Other Materials is worth 5% of the total evaluation score.

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

- A. Program Evaluation including responses to Section 2.2.1 Questions, Section 2.4 Provider References and Section 2.5 Personnel Qualifications are worth 50% of the total evaluation score.
- B. Fiscal Evaluation, Section 2.3 Section 2.3 Budgets and Cost Considerations is worth 25% of the total evaluation score.
- C. System and Fiscal Administration Evaluation including responses to Section 2.2.2 is worth 25% of the total evaluation score.

4.7 Proposal Selection

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

- A. All proposals will be evaluated in accordance with Section 4.6 Evaluation & Award of Contract. The Review Committee's evaluations will be scored and sent through administrative review for final approval.
- B. Based upon the results of the evaluation, HCJFS will select a Provider for the services who it determines to be the responsible agency/company whose proposal is most advantageous to the program, with price and other factors considered.
- C. HCJFS will work with selected Provider to finalize details of a contract using Attachment B, Contract Sample as the beginning step of an agreement, to be executed between the BOCC on behalf of HCJFS and Provider.
- D. If HCJFS and selected Provider are able to successfully agree on contract terms, the BOCC has final authority to approve an award of a contract. The contract is not final until the BOCC has approved and executed a contract.
- E. If HCJFS and the successful Provider are unable to come to terms regarding the contract, in a timely manner as determined by HCJFS, HCJFS will terminate the contract discussions with Provider. In such event, HCJFS reserves the right to select another Provider from the RFP process, cancel the RFP or reissue the RFP as deemed necessary.

4.8 Post-Proposal Meeting

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

calendar days of receipt of the request and will be for the purpose of discussing a Provider's non-selection.

4.9 Public Records

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

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

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

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

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

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

If HCJFS is requested by a third party to disclose those documents which are identified and marked as Trade Secret or Otherwise Exempted from disclosure, HCJFS will notify Provider of that fact. Provider shall promptly notify HCJFS, in writing, that either a)

HCJFS is permitted to release these documents, or b) Provider intends to take immediate legal action to prevent its release to a third party. A failure of Provider to respond within five (5) business days shall be deemed permission for HCJFS to release such documents.

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

4.10 Public Record Requests Regarding this RFP

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

ATTACHMENT A

Cover Sheet

**PROPOSAL COVER SHEET FOR
TRANSPORTATION FOR FAMILY & CHILDREN'S SERVICES
Bid No: RFP SB01-16R**

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

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?	3.3	
Will your Proposal be submitted by 2:00 p.m. on April 11, 2016	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 on the Cover Sheet?	2.1	
Did you include the Unit Rate for the Renewal Term on the Cover Sheet?	2.1	
Did you sign the Cover Sheet?	2.1	
Is a response to each Program Component included?	2.2.1	
Is a response to each System and Fiscal Administration Component included?	2.2.2	
Is a Budget for the Initial Term and Renewal Term completed along with a calculation of the unit cost?	2.3	

ATTACHMENT B

Sample Contract

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 (Hereinafter “County”) on behalf of the Hamilton County Department of Job and Family Services (Hereinafter “HCJFS”) and Name of Company or Agency, (Hereinafter “Vendor”) doing business as enter only if different name, with an office at Name and Street address, Cincinnati, Ohio, 45202, whose telephone number is (513) xxx-xxxx, for the purchase of Family & Children’s Services Transportation Services.

1. TERM

This Contract will be effective from **July 1, 2016** through **June 30, 2018** (the “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 this Contract including the Renewal.

In addition to the terms set forth above, Contract may be renewed, at the County’s option for one (1) additional one (1) year terms at the prices set forth below, unless County gives the Vendor written notice of its intent not to renew the Contract at least one hundred twenty (120) days prior to the expiration of the term then in effect.

The anticipated expenditure for the period July 1, 2016 to December 31, 2016 is \$\$\$\$\$, and for the period January 1, 2017 to December 31, 2017 is \$\$\$\$\$ and from January 1, 2018 to June 30, 2018 is \$\$\$\$ and July 1, 2018 to December 31, 2018 is \$\$\$\$\$, and January 1, 2019 to December 31, 2019 is \$\$\$\$\$, and for January 1, 2020 to June 30, 2020 \$\$\$\$\$.

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 transportation services to Consumers (Family & Children’s Services will be known as the “Services”), as more particularly described in Exhibit I – Request for Proposals for Transportation for Family & Children’s Services RFP#SB01-16R and all addendum thereto (the “Request for Proposals”) and Exhibit II- Provider’s Proposal for Transportation for Family & Children’s Services dated MMDDYYY (the “Provider’s Proposal”).

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

3. ORDER OF PRECEDENCE

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

- A. Exhibit I – The Request for Proposal
- B. Exhibit II – Provider’s Bid
- C. Exhibit III – Budget;

4. BILLING AND PAYMENT

- A. Rates of Payment – County agrees to compensate the Vendor in the amount of \$00.00 per ____ for the services performed by the Vendor.

(DELETE IF THE UNIT OF SERVICE IS NOT AN HOUR)

NOTE: If an invoiced unit of service is not a full hour, portions of a unit should be billed as follows: 0 – 7 minutes = 0

8 – 22 minutes = .25 hour

23 – 37 minutes = .50 hour

38 – 52 minutes = .75 hour

53 – 60 minutes = 1.0 hour

- B. Billing and Payment - Original invoices, signed by the Vendor, will be sent each month to *Program/Service Area, Hamilton County Dept. of Job and Family Services, Location, 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 (60) days after receipt of the invoice, for all invoices received in accordance with the terms of this Contract.
- C. Provider will indicate purchase order number and vendor number on all invoices submitted for payment.
- D. The Vendor 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.

5. AVAILABILITY AND RETENTION OF RECORDS

Provider agrees that all records, documents, writing or other information, including, but not limited to, financial records, census records, consumer records and documentation of

compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including, but not limited to financial, census and consumer records used by Provider in the performance of this Contract are treated according to the following terms:

- A. 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 the Provider for inspection and audit by HCJFS, or other relevant governmental entities including, but not limited to the Hamilton County Prosecuting Attorney, Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio or any duly appointed law enforcement officials and the United States Department of Health and Human Services for a minimum of three (3) years after reimbursement for services rendered under this Contract. If an audit, litigation or other action is initiated during the time period of the Contract, the Provider shall retain such records until the action is concluded and all issues resolved or the three (3) years have expired, whichever is later.
- B. Provider agrees that it will not use any information, systems or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of HCJFS. 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.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination.

6. NON-EXCLUSIVE

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

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

8. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this Contract shall not be assigned by the Provider without the prior written approval of 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.
- 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 HCJFS 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 is 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.

9. GOVERNING LAW

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

10. 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.

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

11. 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.

12. TERMINATION

A. Termination for Convenience

1. By HCJFS:

This Contract may be terminated by HCJFS upon notice, in writing, delivered upon Provider Thirty (30) 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 One hundred twenty (120) 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, then HCJFS 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; and 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 reimbursement 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 HCJFS from Provider is agreed upon or otherwise determined.

13. COMPLIANCE

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

14. 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.

15. NON-DISCRIMINATION IN THE PERFORMANCE OF SERVICES

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

Provider further agrees to comply with OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, which require that contractors and sub-grantees receiving federal funds must assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, individuals shall not be required to pay for such assistance.

16. PROVIDER SOLICITATION OF HCJFS EMPLOYEES

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

17. RELATIONSHIP

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

18. DISCLOSURE

The Provider hereby covenants 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.

19. 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.

20. 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.

21. CONFIDENTIALITY

The Provider agrees to comply with all federal and state laws applicable to HCJFS and/or 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.

22. AUDIT RESPONSIBILITY

- A. Provider 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.

Provider agrees to repay HCJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Provider 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, Provider 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. An amendment to the Repayment Agreement may also be processed if any additional changes or issues develop or need to be addressed.

- B. Provider shall cause to be conducted an annual independent audit report. Within fifteen (15) days of receipt, Provider agrees to give HCJFS a copy of Provider's most recent annual report and most recent annual independent audit report.
- C. HCJFS reserves the right to evaluate programs of the Provider 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 Provider's own time and expense.
- D. To the extent applicable, Provider will cause a single or program-specific audit to be conducted in accordance with OMB Circular A-133. Provider should submit a copy of the completed audit report to HCJFS within forty-five (45) days after receipt from the accounting firm performing such audit.

23. WARRANTY

The Provider warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards.

24. 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:

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

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

25. 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.

26. LEGAL ACTION

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

27. PUBLIC RECORDS

This Contract is a matter of public record under the laws of the State of Ohio. Provider 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, Provider acknowledges and understands that records maintained by Provider pursuant to this Contract may be deemed public record and subject to disclosure under Ohio law. Provider shall comply with the Ohio public records law.

28. DRUG-FREE WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws regarding a drug-free workplace. Provider will make a good faith effort to ensure that 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.

29. 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 HCJFS consumers.

30. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

Although information about and generated under this Contract may fall within the public domain, Provider 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 Provider 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 Provider's performance under the Contract. Except where HCJFS approval has been granted in advance, the Provider 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 Provider 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, Provider agrees to notify the HCJFS Communications Director in lieu of responding immediately to media queries. Nothing in this section is meant to restrict Provider from using Contract information and results to market to specific consumers or prospects.

31. AMENDMENTS

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

32. LOBBYING

Provider warrants that during the life of this Contract, 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.

33. DEBARMENT AND SUSPENSION

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

34. FAITH BASED ORGANIZATIONS

If Provider is a faith based organization, Provider agrees that it will perform the duties under this Contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on 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 the Provider. If any participant objects to the religious character of the organization, the Provider will immediately refer the individual to HCJFS for an alternate Provider.

35. 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.

36. DEBT CHECK PROVISION

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

37. 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 Regulation. 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 Regulation must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

38. 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).

39. CONTRACT CLOSEOUT

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

40. CONTRACT CONTACTS

A. HCJFS Contacts

Provider should contact the following HCJFS staff with questions:

Name	Phone #	Department	Responsibility
	946-	Contract Services	contract changes, contract language
	946-	Fiscal	billing & payment

B. Provider Contacts

HCJFS should contact the following Vendor staff with any questions:

Name	Phone #	Department	Responsibility

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

(Complete Vendor Name)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title _____
(Print)

Date: _____

Date: _____

Recommended By:

Moira Weir, 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 Instruction
&
Sample Budget

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) Fax: Sheila Bass

Fax: (513) 946-2384

2) E-mail:

bass@jfs.hamilton-co.org

3) Mail: Sheila Bass

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.

- 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						

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						

Instructions:

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

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

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

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

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

Other – List separately any other costs associated with occupancy.

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

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

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

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

PAGE 5 - SECTION F – TRAVEL COSTS

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

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

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

5

Instructions:

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

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

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

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

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

PAGE 5 - SECTION G – INSURANCE COSTS

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

(1)	(2)	(3)	(4)	(5)	(6)	(7)
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
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						

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 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						

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.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			
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.
PROGRAM 1			
PROGRAM 2			
PROGRAM 3			
PROGRAM 4			

Column 1: Please list the program name (ie Traditional Foster Care, Therapeutic Foster Care Level 1, etc.)

Columns 2: 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.

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

HCJFS CONTRACT BUDGET

AGENCY:

TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE TO BE PROVIDED:

		UNIT =
--	--	--------

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

#DIV/0!	#REF!
---------	-------

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

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

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

Professional Fees & Contracted Services Narrative

Please type narrative here.

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM:FAMILY & CHILDREN'S SERVICES

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

Consumable Supplies Narrative

Please type narrative here.

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

Occupancy Costs Narrative

Please type narrative here.

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Travel Costs Narrative

Please type narrative here.

EXPENSES BY PROGRAM SERVICES		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

Insurance Costs Narrative

Please type narrative here.

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN'S SERVICES	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H.EQUIPMENT COSTS				
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)				
				0.00
				0.00
				0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)				0.00
				0.00
				0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)				0.00
				0.00
				0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00

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

Please type narrative here.

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Miscellaneous Costs Narrative.

Please type narrative here.

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

Mgmt/Indirect Cost Narrative.

Please type narrative here.

Profit Margin Narrative (for profit entities only).

Please type narrative here.

TERM JULY 1, 2016 - JUNE 30, 2018

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Revenue Narrative

Please type narrative here.

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

HCJFS CONTRACT BUDGET

AGENCY:

TO _____

INDICATE NAME OF SERVICE IN APPROPRIATE COLUMN BELOW

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

ESTIMATED TOTAL UNITS OF SERVICE
TO BE PROVIDED:

UNIT =

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

#DIV/0!

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

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

POSITION TITLE	# STAFF	HRS WK	Annual Cost	FAMILY & CHILDREN'S SERVICES	MGMT INDIRECT	OTHER DIRECT SERVICE	TOTAL EXPENSE
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00
TOTAL SALARIES			0.00	0.00	0.00	0.00	0.00

Salaries Narrative. Describe how each position relates to the service proposed.
Please type narrative here.

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Employee Payroll Taxes & Benefits Narrative.

Please type narrative here.

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

Professional Fees & Contracted Services Narrative

Please type narrative here.

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Consumable Supplies Narrative

Please type narrative here.

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

Occupancy Costs Narrative

Please type narrative here.

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Travel Costs Narrative
Please type narrative here.

EXPENSES BY PROGRAM SERVICES		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

Insurance Costs Narrative
Please type narrative here.

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

EXPENSES BY PROGRAM SERVICES	FAMILY & CHILDREN'S SERVICES	MGMT INDIRECT	OTHER DIRECT SERV	TOTAL EXPENSE
H.EQUIPMENT COSTS				
SMALL EQUIPMENT (items costing under \$5,000.00, which are to be purchased during budget period should be listed)				
				0.00
				0.00
				0.00
TOTAL SMALL EQUIPMENT COSTS	0.00	0.00	0.00	0.00
EQUIPMENT MAINTENANCE & REPAIR (DETAIL)				0.00
				0.00
				0.00
TOTAL EQUIPMENT & REPAIR	0.00	0.00	0.00	0.00
EQUIPMENT LEASE COSTS (DETAIL)				
				0.00
				0.00
				0.00
TOTAL LEASE COSTS	0.00	0.00	0.00	0.00
TOTAL COST DEPRECIATION OF LARGE EQUIPMENT ITEMS (detail on page 7)	0.00	0.00	0.00	0.00
TOTAL EQUIPMENT COSTS	0.00	0.00	0.00	0.00

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

Please type narrative here.

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Miscellaneous Costs Narrative.
Please type narrative here.

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

Mgmt/Indirect Cost Narrative.
Please type narrative here.

Profit Margin Narrative (for profit entities only).
Please type narrative here.

TERM JULY 1, 2018 - JUNE 30, 2020

NAME OF CONTRACT PROGRAM: FAMILY & CHILDREN'S SERVICES

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

Revenue Narrative

Please type narrative here.

ATTACHMENT D

Provider Registration Form

REGISTRATION FORM**RFP:SB01-16R Transportation for Family & Children's Services**

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

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

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

By faxing this completed page to the HCJFS Contract Services Department, you will be registering your company's interest in this RFP, attendance at the Provider's 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 **March 3, 2016**.

DATE:	
COMPANY NAME:	
ADDRESS:	
REPRESENTATIVE'S NAME	
TELEPHONE NUMBER	
FACSIMILE NUMBER:	
EMAIL ADDRESS:	
SIGNATURE:	

Registration helps insure 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 fax this completed page to HCJFS Contract Services at (513) 946-2384 or e-mail to HCJFS_RFP_Communications@jfs.hamilton-co.org.

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 _____ 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

Personnel Records



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:			
Authorization Date:		Expiration Date:	

RELEASE OF PERSONNEL RECORDS AND CRIMINAL RECORD CHECKS

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

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

NOW THEREFORE

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

Signature _____ Date _____

A. Criminal Record Check

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

ATTACHMENT G

Transportation Incident Reports & Behavioral Suspensions

TRANSPORTATION SERVICES PROCEDURAL MEMO

TSPM #:	002-B	OAC Reference:	None
Effective Date:	Immediate	COA Reference:	None
Approved By:	Amy Story	Cross Reference:	TSPM 011 ; County Transportation Plan
Approval Date:	11/12/14	Obsoletes:	TSPM 002-A; TSPM 010

Transportation Incident Reports/Behavioral Suspensions

Purpose

This memo establishes guidelines for the use of transportation services by eligible customers. Active Hamilton County Medicaid customers, in need of transportation to Medicaid providers, cannot be denied Non-Emergency Transportation (NET) services.

The **mode** of service rendered may be impacted by the customer's failure to comply with NET rules ([HCJFS 3547](#)) or the contracted transportation services vendor's policies and procedures. Transportation by cab/van services may not be provided to customers acting in a manner which could cause harm to the driver/monitor or other passengers.

The contracted transportation services vendor will be referred to as the "vendor" for the balance of the memo.

In the event of an incident involving vendor services, a report is generated. This memo establishes guidelines for the documentation and review of Incident Reports received from the vendor, or any of its assigned subcontractors, as outlined in the contract. All reports utilize the [HCJFS 3303 – Transportation Incident Report](#). Subcontractors are to submit Incident Reports via the vendor.

Critical Incidents

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

- No responsible adult at home when dropping off minor child; possible transport to 241-KIDS
- Vehicle accident (involving passengers)
- Medical emergency/injury
- Any incident involving law enforcement or other emergency personnel
- Unauthorized exit from the vehicle
- Possession of a weapon
- Behavioral incident which results in **serious** injury

The following are also **critical incidents**, reported through the HCJFS 3303, which may be utilized as a cover sheet for a more detailed report:

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

When HCJFS receives a **critical incident, which involves child abuse and/or neglect** allegations, the incident report **must be forwarded by HCJFS Transportation Services as a priority email** to the:

- Children Services Intake Supervisor and Section Chief(s) - **no active/open** case in Children's Services
- Assigned caseworker/supervisor - **active/open** Children's Services case

Deadlines for critical incidents:

- The **vendor** must contact the Transportation Services Supervisor/Section Chief and designated DT/PH site contact (if applicable), **by phone**, within **one hour** of the incident.
- The vendor must also complete an incident report within **twenty-four (24) hours of the actual incident** and send, as an attachment, by **priority email**, to TransportationServices@jfs.hamilton-co.org.
- If it is a media sensitive incident, including death, trauma abuse or neglect, the HCJFS Communications Department must also be contacted, at 513-470-3320.

Behavioral Incidents

Behavioral incidents may be defined as behavior, threatening or dangerous, on the part of a rider which jeopardizes the safety and/or well-being of other passengers and/or the driver/monitor. **The majority of behavioral incidents are considered non-critical incidents to be addressed at the discretion of HCJFS Transportation Services.**

Examples include, but are not limited to:

- possession or use of objects as a weapon
- possession of drugs
- tampering with safety restraints (door mechanism, seat belts, etc.)
- attempting to exit a moving vehicle
- physical violence/fighting with other riders
- physical aggression toward monitors/drivers during transport
- destruction of property

Behavioral incidents are addressed based on the **age** of the individual, the provider of the Medicaid billable service and the **severity** of the behavioral incident.

Behavioral incidents involving **adults** will be addressed by HCJFS Transportation Services with any conditions (i.e., a monitor) on future transports noted in writing to the vendor.

Incidents Specific to DT/PH

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

- Each DT/PH site is to identify a **single point of contact** for receipt of Incident Reports. This person must have management level authority, coordinate internal efforts with therapeutic staff and speak on behalf of the site's management.
- The vendor will provide electronic copies of the Incident Report to the **identified contact** for the DT/PH site.
- Upon receipt of the Incident Report, the identified contact is to transmit the report to appropriate site staff.
- Transportation Services will review Incident Reports and **expect** the site to address the behavior within their program.
 - The goal is to address the behavior without imposition of a suspension of cab/van services by HCJFS. The sites have more flexibility to address minor behavioral incidents, an established relationship with the parent/guardian/custodian/child and tools within therapeutic intervention. They must **advise HCJFS of their actions with a response on the [HCJFS 3303 – Transportation Incident Report](#) returned to: TransportationServices@jfs.hamilton-co.org.**
 - If the site wishes to move, at any point, to a **program suspension**, the site must notify Transportation Services through established processes to place a hold on the child's transportation.
 - If at any point, HCJFS does not see sufficient progress with a child (recurring behavior, etc.) HCJFS reserves the right to impose a suspension of transportation.
- Sites are to review the NET Rules and the terms of the [HCJFS 3305 – Consent Form](#) with the parents/guardian of the child both at the point of intake and through any on-going conferences.
- When children present with behaviors which have not de-escalated prior to transport, the site will inform the driver of the specifics of the situation. If the behavior continues during the loading of the individual, the site will notify the parent or guardian that the child will remain at the site until arrangements are made for pickup of the child.

HCJFS Right to Impose Suspension

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

- HCJFS will notify the site and the vendor in writing and set an effective date for the suspension.
- Reinstatement of cab/van services will be based on a signed letter (on agency letterhead) from a licensed professional which indicates: therapeutic interventions utilized, potential remedies to prevent a reoccurrence of the behavior and a statement that the child is ready to return to group transport at that particular time.
- Transportation Services may elect to resume transportation in isolation on a trial basis, for a child returning to DT/PH services. Notification of such will be in the re-instatement letter. A decision to assign a monitor to a specific child will also be indicated in the same letter.

Non-Critical Incidents

The contracted transportation services vendor must forward (via email) all non-critical incident reports within **twenty-four (24) hours of the actual incident**. Incident reports must be emailed to: TransportationServices@jfs.hamilton-co.org. The report must detail what occurred and the driver/monitor reporting the incident. Information regarding outcome/resolution must also be detailed on the incident report.

Reports that are purely informational, and do not require intervention or follow-up, should be labeled "FYI". Reports considered "FYI" involve disruptive behavior and inappropriate language towards the driver/monitor and other passengers.

Alternative Forms of Transportation

If the suspended rider is eligible to use public transportation, the customer may be provided one ride bus tickets or a bus pass, depending on the transportation needs. Parents or guardians of minors may receive one day bus tickets or monthly bus passes depending on the transportation needs for **both** the parent and minor for needed transportation during the period of suspension.

Customers who are not capable of using public transportation due to physical limitations will need to secure alternate means of transportation. Mileage reimbursement will be offered, provided that all requirements are met for mileage reimbursement.

Record Maintenance

All incident reports must be virtually printed into OnBase with the case and client information listed. Incidents reported on transports with Children's Services eligibility will be forwarded by e-mail to Children's Services for their consideration.

ATTACHMENT H

Transportation Incident Reports

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 #:
Incident Location:	Check: <input type="checkbox"/> Child <input type="checkbox"/> Adult	Age:
		Report sent to facility listed below:
		Check: <input type="checkbox"/> Driver <input type="checkbox"/> Other: <i>(specify)</i>

Incident Information:			
Critical Incident <input type="checkbox"/> No adult at home <input type="checkbox"/> Report of abuse/neglect <input type="checkbox"/> Vehicle accident (involving passengers) <input type="checkbox"/> Medical emergency/injury <input type="checkbox"/> Police involvement <input type="checkbox"/> Unauthorized exit from vehicle <input type="checkbox"/> Possession of a weapon <input type="checkbox"/> Behavioral w/ serious injury <input type="checkbox"/> Lawsuit/misconduct involving vendor	Non-Critical Incident <input type="checkbox"/> FYI (language, minor behavior) <input type="checkbox"/> FYI (de-escalation handled onsite by staff; transport not disrupted)	Behavioral Incident <input type="checkbox"/> Damage/destruction of property <input type="checkbox"/> Use of object as a weapon <input type="checkbox"/> Physical fighting/violence <input type="checkbox"/> Physical aggression toward monitor/driver <input type="checkbox"/> Tampering w/ safety restraints <input type="checkbox"/> Attempting to exit vehicle without permission <input type="checkbox"/> Possession of drugs <input type="checkbox"/> Sexualized behaviors <input type="checkbox"/> Transport does not occur due to behavior (Please provide detail below.)	
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 below)	

ATTACHMENT I

No Responsible Party Home

TRANSPORTATION SERVICES PROCEDURAL MEMO

TSPM #:	011-B	OAC Reference:	5160-15-11
Effective Date:	01/01/16	COA Reference:	None
Approved By:	Amy Story	Cross Reference:	TS Procedural Memo #002, 007, County Transportation Plan
Approval Date:	11/24/15	Obsoletes:	NET Policy Memo 011-A, TSPM 011-A

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 and, when applicable, by the Children's Services caseworker.

Consent, Requisition and Alternative Drop Offs

Prior to authorizing Non-Emergency Transportation (NET) and Non-NET Transportation Services for minor children, the parent/guardian or Children's Services worker (on custody cases) must:

- Complete and sign an [HCJFS 3305 – Transportation Services Consent Form](#) to:
 - Authorize the use of transport; and
 - Confirm the parent or guardian understands the transportation rules and the procedures to be followed by the driver if a responsible adult is not home at the time of the drop off.

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.

The alternative drop off cannot be a library, recreation center, etc. in which there is no party available to complete a legal transfer of custody. We do not transport to the parent/guardian's place of work.

Ongoing **planned** alternative drop off names and locations are provided through the requisition for services. As well, the caseworker (in custody cases) lists pre-authorized individuals on the requisition.

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)

The transportation provider will 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 **three** occasions within a school year in which no responsible party is home for the return of the child. In the case of suspended cab/van service, Transportation Services will request that the caseworker and/or the DT/PH site staff develop workable solutions with the parent/guardian to restore service. Additional infractions, occurring after restoration of services, may result in termination of cab/van services.

Transportation Services may:

- Suspend the child from cab/van transportation (until the parties named above provide a workable solution to have a responsible party present upon the child's arrival);
- Assess eligibility for mileage reimbursement or bus tokens/passes (for both child and adult) for subsequent transportation needs

Prior to suspending cab/van service, the Transportation Services Supervisor will notify the Children's Services worker/supervisor of the proposed suspension and change in transportation mode for any children in HCJFS custody.

**Waiver for 13-17
Year Old Youth**

A parent/legal guardian may request waiver of the drop off which would allow the contracted vendor to drop off youth, ages 13-17, at home with no adult present. The waiver is initiated by the parent/legal guardian who must complete the waiver in the presence of a staff member of the DT/PH location requesting transportation for the child. The staff member must also sign the waiver as a witness to the signature. If the youth is in the custody of HCJFS, no witness signature is required at the DT/PH location. The signature of the caseworker will be obtained internally.

The waiver must be sent to TransportationServices@jfs.hamilton-co.org. Please put "consent" in the subject line. The waiver, like all other consents, is not in effect until five (5) business days. Signature of the caseworker for HCJFS custody cases may delay the start of the waiver. Transportation Services will reply with a start date for the waiver.

This waiver applies only to the child in question. This does not apply to siblings under the age of thirteen (13). A minor child cannot serve as the responsible adult for the siblings.

The HCJFS 3305 – Transportation Services Consent Form is still required for the child, as the consent also includes emergency contacts and signature of the parent/legal guardian indicate acceptance of the terms of behavior on van transport.

ATTACHMENT J

Complaint Process

TRANSPORTATION SERVICES PROCEDURAL MEMO

TSPM #:	016-C	OAC Reference:	_____
Effective Date:	Immediate	COA Reference:	_____
Approved By:	Amy Story	Cross Reference:	_____
Approval Date:	02/22/16	Obsoletes:	016-B

Transportation Services Complaint Process

Purpose	Complaints are strictly for contracted transportation provider performance issues , based on the contractual agreement between HCJFS and the transportation provider.
Definition	Common examples of complaints are late vans, late pick-ups, absent monitors (assigned to a route or child), lack of adherence to proper use of child safety seats, improper transfer of custody and driver/monitor behavior.
Process	<p>Complaints received via the Call Center may be transferred to the Complaints phone line monitored by the contracted transportation provider. When a complaint is submitted via email, the protocol is to submit an email to all of the following individuals:</p> <p>Provider Name: Provider@???.net Provider Name: Provider@???.net Provider Name: Provider@???.net Provider Name: Provider@???.net</p> <p>Copy in: Rosemary Hain hainr@jfs.hamilton-co.org Provider Name: Provider@???.net Provider Name: Provider@???.net Provider Name: Provider@???.net</p> <p>Updates to the list are sent via email to Transportation Services staff and external partners such as DT/PH locations, dialysis clinics, visitation programs, etc.</p> <p>Once a complaint is received, Complaints acknowledges receipt and assigns a unique identifier based on the specific trip identification number and client's last name.</p> <p>All complaints are ultimately resolved through the complaint process even when there is early intervention by the transportation provider or HCJFS. This is necessary to provide full and accurate documentation of complaints. Throughout any email chain on the complaint, please "reply all", so that all parties can follow the course of the resolution.</p> <p>Monthly Quality reports are submitted to Transportation Services by Complaints. These reports are submitted after the 10th of the month for the previous month. By agreement, weekly resolution reports and monthly quality reports are also sent by Complaints to the identified site contacts for external .requestors of cab/van services.</p>
General Guidelines	<p>To properly identify and track complaints through resolution, all parties (internal and external) must:</p> <ul style="list-style-type: none"> • Keep each email to one type of complaint and one event (multiple kids can be part of one complaint if it is one event, such as a late van). • Provide the name of the child involved in the complaint and the date of the incident. • Submit a new complaint; don't add to a complaint which is already in the response/resolution process.

Scheduling Questions

If a problem is believed to have originated in Transportation Services scheduling, all parties should:

- Verify the information on the weekly spreadsheet (if applicable) sent by Transportation Services.
 - Review the requisition submitted by the requesting party.
 - Review the Transportation Services database.
 - Managerial review, if required, of the file transfer process
 - Resolve any discrepancies and correct for current and future appointments.
-

ATTACHMENT K

Transportation Authorization & Orders Details

The monthly invoice shall be sent to the STFP site by the vendor in an ASCII File as outlined

- TRIP_ID (key)
- TRIP_LEG_ID (key)
- Final Status Of Trip (3=NO SHOW, 2=CANCELED, 9=COMPLETED)
- Charge for Trip (\$9999.99)

Current our daily ASCII File structure is outlined as:

TRIP_CATEGORY	Varchar2(15) Not Null	Derived from Purpose (PRS, PRS CS, MEDICAL, DAY TREATMENT, NET)
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
NO_RIDERS	Number (5) Not Null	Number of riders for trip. Number of riders for trip.
WORKER_NAME	Varchar2(41) Not Null	HCJFS Workers first/last name
MONITOR	Varchar2(7)	NEEDED, MALE or FEMALE (null = no monitor)
AUTH_LAST_NAME	Varchar2(26)	authorized representative Last Name
AUTH_FIRST_NAME	Varchar2(26)	authorized representative First Name
COMMENTS	Varchar2 (201)	Comments regarding trip.
LAST_UPDATE_DATE	date/time Not Null	MM/DD/YYYY HH:MM:SS PM