

**Request for Proposals  
TRANSPORTATION SERVICES  
For  
Non-Emergency Transportation (Title XIX);  
Pregnancy Related Services (Title XIX);  
and Children Services Programs**

**Issue Date: Friday, March 29, 2024**

**Closing Date/Time: Thursday May 2, 2024, at 9:30 a.m.**

**Contact Person:**

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(419) 552-3150**

## **PART I – Background**

The Sandusky County Department of Job and Family Services, (hereinafter referred to as The Department), is seeking proposals for the delivery of transportation services for Non-Emergency Transportation Title XIX (19), (hereinafter known as NET), Pregnancy Related Services Title XIX (19), (hereinafter known as PRS), and Children Services participants to and from Medicaid Covered Service providers, other medical providers, courts, and social service agencies located normally in Ohio. At present, there is no funding for Title XX nor PRC transportation services; however, if funding would become available, the vendor awarded this contract would also receive those contracts without further procurement.

***The closing date for proposals is Thursday, May 2, 2024, at 9:30 a.m. Proposals must be received by the closing date and time, at the office of the Sandusky County Board of Commissioners, 622 Croghan St., Fremont, Ohio 43420 in accordance with instructions contained in this Request for Proposals.***

A public meeting will be held Tuesday, April 16, 2024, at 2:00 p.m., at 2511 Countryside Drive, Fremont, Ohio 43420 and also available via a Microsoft TEAMS Meeting call. For a TEAMS meeting invitation to the public meeting on April 16, 2024, please email Bob Anderson at [Bob.Anderson2@jfs.ohio.gov](mailto:Bob.Anderson2@jfs.ohio.gov). While attendance is not mandatory, it is highly recommended that each Bidder have a representative attend the Public Meeting. The purpose of the Public Meeting is to receive, and answer questions related to the RFP. Prior to the Public Meeting, questions on this RFP may be faxed to 419-332-2156 Attention: Rating Committee c/o Bob Anderson or e-mailed to [Bob.Anderson2@jfs.ohio.gov](mailto:Bob.Anderson2@jfs.ohio.gov), using the subject line Attention: Rating Committee. All questions and answers will be addressed at the Public Meeting and will be posted on the Sandusky County DJFS website (<http://www.sanduskycountydjfs.org/bid.htm>) on or before Monday, April 22, 2024, at 4:00 p.m. Bidders are encouraged to attend the Public Meeting. Questions will not be accepted after 4:00 p.m. on Thursday, April 18, 2024.

This Request for Proposal is divided into FOUR (IV) Parts. Part I explains the Background and Objectives pertinent to all Transportation Services; Part II the NET and PRS Transportation services, as both are part of Title XIX [19] Funding; Part III explains the Children Services Transportation Services; and Part IV explains the details of the *Proposal Guidelines, Completing and Submitting Bids, Proposal Format, Rating Scale*, and the *Contract Provisions* for all parts.

***All Proposals must meet all four parts as ONE Request for Proposal. Any Proposal that fails to address the four parts in its entirety will result in immediate exclusion from consideration.***

***Bidders should be aware that the Ohio Department of Job and Family Services is continuously revising the funding commitments to the County Department of Job and Family Services. At this writing it is not known whether an authorizing funding level for each Transportation service will be available for the next State Fiscal Year beginning July 1, 2024.***

***Funding availability for this Request for Proposal will not be known until the law is amended or reauthorized through the Ohio Legislature. All Requests for Proposals are contingent upon, among other things, availability of funds.***

**Objectives**

- 1) The Department makes all determinations as to which participants, customers and/or clients are eligible for Transportation Services.
- 2) The Department notifies the Contractor that the participant, customer and/or client is eligible for Transportation Services. The Department will also notify the Contractor of any other approved passengers who may ride with the participant, customer and/or client. The Department will also notify the Contractor of any approved locations of transport.
- 3) The Department initially notifies the participants, customers and/or clients that they are eligible for Transportation Services and must contact the Contractor to arrange for dates, times, and locations of transportation pick-up and delivery.
- 4) The Contractor will make arrangements for pick-up and delivery of the participants, customers and/or clients who are eligible for Transportation Services. Most participants, customers and/or clients reside in Sandusky County; however, with Children Services, participants, customers and/or clients may reside outside of the County. The Contractor will then provide the transportation service. Transportation Services must be within Ohio; however, on rare occasions, Transportation may be needed out-of-state. **Any out-of-state Transportation must first be approved by The Department.**
- 5) The Contractor must maintain Transportation Logs which include the following information: Driver or Transporter's name, Rider(s) Name(s), Rider(s) Address, signature or initials of rider(s), Origin of Transport, Destination of Transport, Number of One Way Trips, Number of Miles, and Cost (if the Rider travels to the same destination within the month, the destination can be listed once with the total miles and total one way trips). The log shall not duplicate the number of recipients receiving transportation services. Logs may also use "codes" for origin and destination of transport; however, a code list must be provided to the Department for review.
- 6) The Contractor will then combine the Transportation Logs with the costs of providing the service and invoice the Department on a format to be approved by the Department. Attached is a previously approved form (ATTACHMENT 1); however, **BIDDERS MAY ATTACH THEIR OWN FORM FOR APPROVAL**. If selected, the Bidder's form will be discussed during Contract Negotiations.
- 7) The Department does not authorize nor pay for Ambulance, Air Ambulance and/or Ambulette services. These services are billed directly to Medicaid through the Ohio Department of Job and Family Services. Therefore, for purposes of this Request for Proposal, the Contractor shall offer Curb to Curb Transportation Service **ONLY** to Department participants, customers and/or clients. No driver of any of the Contractor's vehicles shall physically assist any of the Department's participants, customers and/or clients in entering or exiting the vehicle in any way, except to operate the vehicle's lift mechanism. No driver shall push any wheelchair nor assist any of the Department's

participants, customers and/or clients in getting from his or her residence to the vehicle.

8) Refer to "ATTACHMENT 2" for a history of the total passenger one-way trips, total passenger miles and monthly invoiced amount for the previous four (4) calendar years. These statistics are offered only for information purposes.

9) Contractors shall submit proposals as a standard unit rate per mile. Since the use of transportation services will vary, it is a guess of what the future utilization will be; the rate of utilization may increase and/or decrease. No-shows shall be included in the unit rate.

10) Contractor must agree to accept telephone calls and correspondence from clients inquiring about scheduling and status of scheduled trips during regular business hours, Monday through Friday at a minimum. Bidders must indicate in their bid if additional hours are covered for transportation services. Contractor must be able to inform client as to scheduled arrangements. When clients and/or trips are not prior approved by Department, Contractor should refer inquirer to Department as an application may be required.

11) All inquiries and problems shall be handled in an efficient, prompt, and professional manner. If a good faith effort to answer the inquiry or problem is unsuccessful, the client may be referred to the Department. The Department will take exception if a good faith effort to deal with a situation appears to be lacking. Substantial problems in this area may lead to termination of the contract.

12) NET, PRS, and Children Services trips shall be provided during normal Monday - Friday business hours at a minimum. Bidders must indicate in their bid if additional hours are covered for transportation services.

## **PART II – TITLE XIX**

### ***Scope of Work and Deliverables***

NET and PRS are parts of Title XIX (19) funding from the Federal Government. These services are offered to participants, customers and/or clients who are determined eligible by the Department as outlined in Part I. Approved locations are only Medicaid Title XIX or Managed Care Plan (hereinafter referred to as MCP) Providers that provide Medicaid reimbursable services. The Department must abide by State Law and Ohio Administrative Code (See ATTACHMENT 3) and the SCDJFS NET Transportation Plan (ATTACHMENT 13) when offering these Transportation Services.

Effective November 1, 2006, Medicaid recipients must select one of the State's MCP Providers. Some MCP Providers offer transportation as part of their normal Medicaid service. However, Medicaid recipients may still request transportation services through The Department. Since the inception of this process, The Department is unable to project impact. The trends of miles and trips reported on ATTACHMENT 2 may not continue; however, The Department is still required to make transportation services available.

Bidders should use the information on ATTACHMENT 2 as a **guide** in their response to this RFP.

Bidders will demonstrate in the Proposal, how their entity will ensure they will deliver each of the items outlined in the **Objectives** of **Part I**, along with each of the following deliverables:

1. The process for receiving and handling phone calls, forms or other communication from the Department, participants, customers and/or clients.
2. The process for making arrangements to pick-up and deliver, participants, customers and/or clients to their approved locations. Arrangements must be made within 5 days of referral or sooner if a sanctioned participant is involved (indicated by the Department) or dialysis is needed.
3. The process for completion of a monthly Transportation log and invoice. For this program, the log and invoice shall contain the case number and program of the participants, customers and/or clients. **This Log must also have an indication whether the participant, customer and/or client is a PRS transport.** Said information shall be provided to the Contractor by the Department.
4. The process for notifying the Department when a participant, customer and/or client fails to show for their scheduled pick-up time.

## **PART III– CHILDREN SERVICES**

### ***Scope of Work and Deliverables***

Children Services transportation services are offered to participants who are in need of special services determined by the Department. Participants that have involvement with the agency are determined to be in need of transportation for various reasons (i.e., visitation, counseling, appointments, court hearings, etc.). These services are offered to participants, customers and/or clients who are determined eligible by the Department as outlined in Part I. Bidders will demonstrate in the Proposal, how their entity will ensure they will deliver each of the items outlined in the **Objectives** of **Part I**, along with each of the following deliverables:

1. The process for receiving and handling phone calls, forms or other communication from the Department and participants, customers and/or clients.

2. The process for making arrangements to pick-up and deliver Participants to their approved locations. **DUE TO THE NATURE OF THIS PROGRAM, Arrangements must be made within 24 hours of referral.**
3. The process for completion of a monthly Transportation log and invoice.
4. The process for notifying the Department when a participant, customer and/or client fails to show for their scheduled pick-up time.

## **PART IV – Proposal Guidelines, etc.**

### **Proposal Guidelines**

Bidder must follow these guidelines:

- A. Proposals must clearly delineate specific Transportation services.
- B. Entity submitting proposal must clearly outline all services in the proposal and the costs associated with that service, with the understanding that due to funding, one or more of the listed services may be eliminated at any time.
- C. Failure to clearly address how each of the *Objectives, Scope of Work, and Deliverables* will be provided by the bidder may result in immediate dismissal of consideration.
- D. Budget outlined in proposal must clearly identify cost allocation method used to determine administrative costs for this program and delineate those administrative costs. Administrative costs assigned to this contract will not exceed 10% of the total service expenditures. Budget submitted should follow attached Budget Worksheet (*ATTACHMENT 4*).
- E. The Department is seeking to contract with a vendor to perform services beginning July 1, 2024, or upon signature of the contract, whichever is later, through June 30, 2025. The Department reserves the right to modify the resulting contract according to federal/state requirements in the event that grants are reauthorized during the contract period. Subject to funding appropriations and the Department approval, the contract period is expected to run from July 1, 2024, or upon signature of the contract, whichever is later, through June 30, 2025, with a renewal contract to be in effect, contingent upon satisfactory performance and continued availability of funding from July 1, 2025 through June 30, 2026 and then July 1, 2026 through June 30, 2027. Since state law prohibits financial commitments beyond the fiscal biennium (e.g., 7/01/20 through 6/30/22), the contract with the selected vendor will be subject to renewal at the end of each State Fiscal Year (July 1 – June 30) contingent upon future funding.

**COMPLETING AND SUBMITTING BIDS**

- A. **All proposals must be submitted to the Sandusky County Board of Commissioners, Sandusky County Courthouse, 622 Croghan St., Fremont, Ohio 43420.** Proposals and all supporting documentation must be contained in **sealed envelopes marked “Proposal for The Sandusky County Department of Job and Family Services, Transportation Services.”** The Board of Sandusky County Commissioners will accept sealed proposals including supporting documentation, **until 9:30 a.m., Thursday, May 2, 2024;** at which time the Request for Proposals will be opened publicly and read aloud. Request for Proposals must be submitted timely and in the stated format (**SEE “PROPOSAL FORMAT”**). The proposals may be submitted either via regular mail, Courier Company (UPS, FedEx, etc.) or in person. **Faxed or E-mailed applications will not be accepted.** Failure to follow the format may result in immediate exclusion from consideration. Request for Proposals will be subject to the general requirements and general terms as set forth by the Department.
- B. For purposes of this Request for Proposal, the Department will utilize the Sandusky County Department of Job and Family Services’ website at <http://www.sanduskycountydjfs.org/bid.htm> as the only source of communication from the Department and potential bidders. Beginning Friday, March 29, 2024, interested parties can download the Request for Proposals (RFP).

It is the Bidder’s responsibility to check the web page frequently to stay informed and up to date throughout the RFP process. Bidders without the capacity to download large electronic files may contact Bob Anderson, *Fiscal Administrator, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio, 43420, 419-552-3150*, or by email to [Bob.Anderson2@jfs.ohio.gov](mailto:Bob.Anderson2@jfs.ohio.gov) to request a hard copy of the RFP.

- C. Beginning with the release of the RFP on March 29, 2024, bidders may only submit questions via fax at 419-332-2156 to **Attention: Bob Anderson and Rating Committee** or by e-mail to [Bob.Anderson2@jfs.ohio.gov](mailto:Bob.Anderson2@jfs.ohio.gov) using the subject line **Attention: Rating Committee**. Questions will not be answered verbally, by fax, by mail or via e-mail prior to the bidder’s conference. All questions and answers will be addressed at the Pre-Bid Conference and will be posted on the Sandusky County DJFS website (<http://www.sanduskycountydjfs.org/bid.htm>) on or before 4:00 p.m., Monday, April 22, 2024. Bidders are encouraged to attend the bidder’s conference. **Questions will not be accepted after 4:00 p.m. Thursday, April 18, 2024.**
- D. All timely proposals will be reviewed based upon the criteria listed in this section. The selected bidder proposal and rejected bidder proposals will be notified in writing by a representative of The Department. The written notice will constitute as official notification of selection of the Request for Proposals. All proposals will be reviewed by a committee comprised of program and fiscal staff of the Department, and possibly members of the Advisory Board. The committee will make a recommendation to the Director of the Department. The Director will make a recommendation to the Sandusky County Commissioners. The startup, initiation, implementation, service delivery, and

evaluation

of the program will be from the date of the execution of contract to the termination of the contract. Requests for Proposal will be rated against a total value of 100 possible points. All bids will be rated in accordance with the rating scale in ATTACHMENT 5.

- E. In accordance with Ohio Revised Code Section 307.88, all proposals with an annual cost in excess of \$50,000 must be accompanied by a performance bond or certified check in the amount equal to 5% of the Proposal amount. According to Ohio Revised Code Section 9.311, a bid for a contract with the state or any political subdivision, district, institution, or other agency of the state, for the rendering of services, or the supplying of materials, or for the construction, demolition, alteration, repair, or reconstruction of any public building, structure, highway, or other improvement shall be deemed non-responsive and shall be rejected if the bidder submits with his bid a bid bond, performance bond, payment bond, or combination of those bonds, executed by a surety **not licensed**, or a surplus lines company **not approved**, by the superintendent of insurance to execute such a bond in the state. All bonds shall affirmatively state on their face that the surety is authorized to execute bonds in the state, and that the liability incurred is within the limits of section 3929.02 of the Revised Code. Failure to include this statement shall not cause the bid to be deemed non-responsive and rejected if the surety is in fact authorized to execute bonds in the state, and the liability incurred is within the limits of section 3929.02 of the Revised Code.
- F. All proposals become the property of The Board of Sandusky County Commissioners and will be a matter of public record. The Board of Sandusky County Commissioners will have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this Request for Proposals. Selection or rejection of the proposal will not affect this right.
- G. A contract will be awarded to the lowest **and best proposal**, which, in the judgment of the County officials, is in the best interest of the county and/or the Department. The Board of the Sandusky County Commissioners reserves the right to reject any and all proposals, and to waive any informalities.
- H. All respondents to this Request for Proposals are hereby advised that due to the complex and technical nature of this service, it is impossible to write specifications covering all service provisions. **Therefore, the County and/or Department reserve the right to award a contract or contracts on factors other than price.** The contract award or awards will be made to the responsible Bidder(s) whose proposal(s) will be the most advantageous to the procuring party, past performance, experience, compliance with proposal specifications, prices, and other factors considered in that order.
- I. All costs directly related to preparation of the Request for Proposal will be the sole responsibility of, and will be borne by, submitting Bidder.
- J. This Request for Proposals does not constitute an offer. Acceptance of proposals for review does not commit The Department to award a contract, nor is The Department



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liable for any costs incurred in the preparation of a proposal.

- K. Bidders submitting proposals in excess of \$100,000 must abide by the following additional requirements (*ATTACHMENT 11*):
- a. A certification that the Bidder is not on the EPA List of Violating Facilities, but is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR Part 15. At contract time the awarded Bidder will become the Contractor and shall be required to report any violations to the State/County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).
  - b. A certification that the Bidder and/or its principals are, or are not, on the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689.
  - c. A certification that the Bidder will not, and has not, used 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 USC 1352. The Bidder shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- Bidder must comply with mandatory standards and policies regarding 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).
- M. Bidder must perform its obligation under the agreement in conformity with all applicable laws, regulations, procedural requirements, either Federal, State, or local.
- N. All current and potential special charges must be in the cost per unit, itemized on the attached budget form *ATTACHMENT 4*.
- O. Bidder must supply the necessary supplies and equipment to operate Transportation Services. Bidder will be responsible for loss, theft, and damage to the equipment as well as the maintenance, insurance, and replacement of equipment. Bidder will guarantee satisfactory repair and replacement of malfunctioning equipment so service is not interrupted; or Bidder must provide alternative course of action in event Bidder's equipment fails.
- P. Bidder must supply safe storage for all records to protect the records against loss, theft, or

destruction.

- Q. Bidder must have edits built into the Bidder's invoice system to safeguard against over billing.
- R. Bidder must agree that when any warrant issuance results in an overpayment, the Department shall be reimbursed by check by the Bidder within thirty (30) days of discovery of the error if the Department has previously reimbursed the Bidder for this claim.
- S. Bidder must agree to retain all records pursuant to agreements for a minimum of three (3) years after final payment. If any litigation, claim, audit, negotiation, or other action involving the records occurs, the records must be retained with the completion of the action. Any fully authorized representative shall have immediate access to all records upon requests.
- T. Bidder will maintain in force for the life of the contract, insurance covering liability of the insured, against all risks of physical loss, shortages, or damages from an external or internal cause, including employee infidelity, theft of funds, property damage and personal injury by accidents, theft, vandalism, etc. **Proof of Insurance must be submitted with the proposal.** Bidder's liability coverage limits will be \$1,000,000 per claim and \$1,000,000 in annual aggregate. Professional liability and commercial general liability coverage, including sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, products liability, and fire damage with limits not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Bidder or the Bidder's employees, agents, or volunteers. The liability policies shall name the Sandusky County Department of Job and Family Services and the Sandusky County Board of County Commissioners and its employees as Additional named Insured.
- U. Bidder agrees to the fact that the Bidder's insurance policy and the certificate of insurance furnished to the Department will contain a provision providing that, in the event of cancellation or non-renewal of the policy, the Department shall be given thirty (30) days prior written notice.
- V. Bidder must agree that costs payable under contract are subject to availability of Federal, State, and local County funding. If during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. Only Bidders who have requested proposals from the Department will be notified of the cancellation at the earliest possible time.
- W. Bidder must agree that in the event of breach of contract by the Bidder, the Department reserves the right to legal, administrative, and contractual remedies.
- X. Bidder must agree that the contract may be terminated by the Department by giving the Bidder thirty (30) days prior written notice.

- Y. Bidder must agree to comply with all proposal specifications regardless of whether or not individual items are specifically addressed in contract form.
- Z. Bidder must provide a disclosure of any pending or threatened court actions and/or claims against the Bidder. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.
- AA. Bidder must provide a certification that it is in compliance with standards of conduct under Ohio Revised Code Sections 102.03, 102.031, 102.04, 2921.42 and 2921.43.

Bidder will not promise, or give to any employee of Sandusky County and/or any employee of the Department, or any other individual regardless of their employment status, anything of value that could influence that employee in their decision on awarding contracts. Bidder will not try to influence an employee to violate any procurement policy of Sandusky County or the Department, and/or of the Ohio Revised Code, or Federal Procurement Regulations.

- BB. The Bidder warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the Bidder.
- CC. Department reserves the right to accept proposals with minor clerical errors such as misspellings, incorrect page order or similar non-consequential errors.
- DD. Department reserves the right to request clarifications from bidders of any information in their proposals/forms and may request such clarification as it deems necessary at any point in the proposal review process.
- EE. Bidder and/or its employees, agents or their representatives will not purchase, transfer, use or possess illegal drugs or alcohol nor abuse prescription drugs in any way while performing duties or responsibilities resulting from a contract related from this RFP process.
- FF. An interested party may dispute a solicitation or other request by the Agency for offers for a contract; for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; and a termination of such a contract, if the dispute alleges that the termination was based on improprieties in the award of the contract. Disputes must be submitted in accordance with the Department's policy, (*ATTACHMENT 15*).

**PROPOSAL FORMAT**

- A. All proposals must be submitted in the format of **ONE original hard copy and TWO CD-ROMs or USB Thumb Drives** with the proposal in Microsoft Word (.doc) for all documents [Budgets may be submitted in Microsoft EXCEL (.xls)]. If the Budget is submitted in Excel, the format must be the same as the Budget Sheet attached as *ATTACHMENT 4*. All scanned supporting documents must be in Acrobat Reader (\*.pdf) or Tagged Image File (\*.tif). The CD-ROMS shall be clearly labeled designating the appropriate format.
- B. The **ORIGINAL HARD COPY** should be on white 8 ½ x 11-inch paper, with font in “Times New Roman” 12 point, single spaced and single sided with all originally signed pages, assurances, and certifications.
- C. **One CD-ROM or USB Thumb Drive** should contain **ALL** documents of the **ORIGINAL HARD COPY** in electronic format. Narrative documents should be in Microsoft Word. The Budget may be in Microsoft Word or Microsoft Excel; however, if the Excel format is used, the document shall have the same appearance and layout as the Budget Sheet attached as *ATTACHMENT 4*. All supporting documents, including signature documents shall be scanned or created in Tagged Image File (\*.tif) or Acrobat Reader (\*.pdf).
- D. The **second CD-ROM or USB Thumb Drive** shall contain **ALL** documents of the **ORIGINAL HARD COPY** in electronic format as stated in the previous paragraph. **HOWEVER, ALL IDENTIFYING INFORMATION OF THE BIDDER MUST BE REDACTED OR REPLACED WITH NON-IDENTIFYING VERBIAGE (i.e., “BIDDER,” “COMPANY,” “AGENCY,” etc.)** All supporting documents, including signature documents shall be scanned or created in Tagged Image File (\*.tif) or Acrobat Reader (\*.pdf) **without** identifying information of the Bidder. **Failure to redact all identifying information may result in rejection of the proposal.**
- E. Proposals must be assembled according to the following outline and format. The forms necessary to provide the referenced information are included in the Request for Proposal Response Section. **Failure to follow the outline may result in rejection of the proposal.**

*Section 1:*

1. Request for Proposal Response Cover Page with name of entity submitting proposal, address, contact person, telephone number, total amount requested for contract, and unit rate per mile. (*ATTACHMENT 6*)
2. Checklist for Submitting Proposal (*ATTACHMENT 7*)
3. Entity qualifications and staff qualifications for this program

*Section 2:*

1. Competitive Proposal Affidavit (*ATTACHMENT 8*)

2. Representations, Assurances and Certifications (*ATTACHMENT 9*)
3. Certificate of Liability Insurance
4. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code: Campaign Contributions (*ATTACHMENT 10a or 10b*)
5. Additional Competitive Proposal Affidavit for bids over \$100,000 (*ATTACHMENT 11*)

*Section 3:*

1. Program Narrative-following format of Criteria Rating Sheet
2. Budget Summary (*ATTACHMENT 4*)
3. Budget Narrative and Allocation description
4. Miscellaneous Documents pertinent to the Proposal

**Contract Provisions**

In addition to any of the contract provisions mentioned in previous parts of this proposal, the Bidder shall also agree to the following Contract Provisions:

- A. Vendor must agree to sign a contract similar to the attached draft contract (*ATTACHMENT 12*). The contract will be subject only to changes approved by the Department.
- B. Termination Provisions - the contract may be terminated by either party with thirty (30) days written notice to the other party. The Department will promptly pay the contractor for any outstanding amounts owed to the contractor.
- C. Contractor will invoice The Department, by sending an invoice to The Sandusky County Department of Job and Family Services on a monthly basis by the 15<sup>th</sup> day of the month following the month of service.
- D. The awarding and continuation of all contracts are based on the availability of funds.
- E. All information obtained by the contractor will become the property of The Department and may be used by contractor only with The Department's permission, subject to confidentiality regulations.
- F. Contractor must agree that it will be deemed an independent contractor and neither the Contractor nor its agents or employees are, or will be, deemed to be agents or employees of The Board of Sandusky County Commissioners, the Department, or of the State of Ohio; the Contractor will hold and save harmless the Department, the Sandusky County Board of Commissioners, and the State of Ohio from the claims of third parties arising out of any act or omission of the Contractor, its agents or employees, in the performance of the Contract.

- G. Contractor will be required to comply with Executive Order 11246 entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. Contractor will abide by all applicable nondiscrimination laws and regulations.
- H. Contractor will report to The Department any and all potential and actual patent rights under the contract involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract and will report to the Department any copyrights and rights in data in accordance with 37 CFR Part 401 and any other regulations issued by HHS or FCS.
- I. Federal/state/county agencies, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Contractor will be required to maintain all required records for three (3) years after The Department makes the final payment and all other pending matters are closed.
- J. The Department will have all ownership rights in software, software modifications, and associated documentation designed, developed, or installed with the use of the funds received under this contract. HHS, USDA, ODDS, and the Department reserve the royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the software, software modifications and documentation for county, state, and federal government purposes. Proprietary operating/Contractor software packages which are provided at established catalog or market prices and sold or leased to the general public are not subject to these ownership rights. Federal financial participation is not available for proprietary applications software designed specifically for human services programs.
- K. All case file records maintained by contractor will become the property of The Department at the end of the contract period, unless contract is renewed.
- L. Upon request, all contractor employees will sign and adhere to any confidentiality agreement developed by The Department.
- M. Contractor shall follow 45 CFR 74.34 and/or 45 CFR 95.703 through 95.707, whichever is applicable, for the use, management and disposal of any equipment purchased under this contract. Any equipment with a dollar value of \$10,000.00 or more, purchased to provide services, must be depreciated, inventoried, and maintained by the Contractor (Equipment is defined according to 45 CFR 74.2 and 45 CFR 95.7030). Contractor will utilize the capitalization threshold pertinent to Sandusky County. However, if Contractor's capitalization threshold policy is more restrictive, it must use the amount stated in its policy, rule, and/or annual financial report.

- N. Contractor must follow all Federal, State and Local Procurement policies. Contractor will be required to abide by the most restrictive procurement policy including its own policy if one exists.
- O. Contractor agrees to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that Contractor's employees meet child support obligations established under state law. Further, by executing a contract, Contractor certifies present and future compliance with any order for the withholding of support which is issued.
- P. Contractor must certify that its organization does not have an outstanding Finding for Recovery with the Ohio Auditor of State.
- Q. Nothing in the contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from the contract supplement and do not supplant existing services.
- R. The Department may monitor the manner in which the terms of the contract are being carried out in accordance with Monitoring Policy. Program monitoring will occur quarterly, and Fiscal monitoring will occur annually. Contractor will be responsible to perform monitoring on any sub-contractor.
- S. Contractor must also ensure compliance with the following, as applicable: 2 CFR 220, 2 CFR 225, 2 CFR 215, 2 CFR 230 and OMB Circular A-133 and its supplements as applicable.
- T. Contractors may subcontract with others to expand services and deliver the most comprehensive program. Contractors must not subcontract all services and activities required by this Request for Proposals. Copies of the subcontracts negotiated with a subcontractor must be approved in writing by the Department prior to signature on the contract and execution of services. Subcontractors must meet all licensing requirements and provide all required documents, certifications, and insurance, and shall agree to comply with the contractual general provisions and all federal and state regulations and all policies and procedures of The Department. Any relationship, including, but not limited to, common officers, investors, employees, shareholders, partners, members, owners, or relatives of any of the foregoing, shall be disclosed in writing to The Department in any proposal and thereafter if such relationship should thereafter exist.
- U. Contractor shall complete an "Affidavit In Compliance With Section 3517.13 of the Revised Code: Campaign Contributions." Ohio Revised Code Section 3517.13 I (3) and J (3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods and services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business or association; including, without limitation, a professional association

organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The completed Affidavit shall be an Addendum to the contract. *ATTACHMENT 10a or 10b are two separate certification forms: one is for "Individuals or Non-Corporate Entities," and the second is for "Corporations or Business Trusts."* Public entities and non-profit organizations are exempt from completion of this Affidavit. Contractors shall complete the Affidavit applicable to their business.

- V. Bidder is hereby given notice of the written "MEPA/Title VI Standards of Conduct," attached as *ATTACHMENT 14*. All Bidders with the Sandusky County Department of Job and Family Services, Children Services Division, must abide by these standards.



**ATTACHMENT 1**  
**INVOICE FACE SHEET**

**PROVIDER:** \_\_\_\_\_ **CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**BUDGET PERIOD:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**CONTRACT PERIOD:** \_\_\_\_\_

<b>PROGRAMS</b>	<b>TOTAL MILES</b>	<b>UNIT COST PER MILE</b>	<b>TOTAL COST</b>	<b>YTD MILES</b>	<b>YTD COST</b>
Title XIX NET					
Title XIX PRS					
Children Services					

Signature of Provider: \_\_\_\_\_

Name and Title of signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1: SANDUSKY COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
DETAIL FOR INVOICE FOR SERVICES UNDER CONTRACT**

SCDJFS 116  
rev 11/09/06

Provider: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Service  
Month: \_\_\_\_\_ Year: \_\_\_\_\_

Contract Term  
From: \_\_\_\_\_ To: \_\_\_\_\_

<b>EXPENSES:</b>	<b>Current Month</b>	<b>Year to Date Expenditures</b>	<b>Budget</b>
<i>PROGRAM EXPENSES</i>			
Salaries			
Payroll related benefits			
Consultation Fees			
Travel			
Gas/Oil			
License			
Maintenance			
Insurance			
Occupancy			
Rent			
Utilities			
Depr. Or Usage Allow.			
Miscellaneous			
Consumable Supplies			
Equipment (>\$5,000)			
Depr. or Usage Allow.			
Small Equipment (<\$5,000)			
Leased and Rented Equip.			
Indirect Costs			
Sub Contractor Expenses			
Miscellaneous (Please list)			
<b>SUB TOTAL</b>			
<i>ADMINISTRATIVE EXPENSES</i>			
Salaries			
Payroll related benefits			
Occupancy			
Miscellaneous (Please list)			
<b>TOTAL ALL COSTS</b>			
<b>TOTAL ALL MILES</b>			
Total Cost per Mile (total cost divided by total miles traveled):	#DIV/0!	#DIV/0!	#DIV/0!

**ATTACHMENT 2**

<b>Title XIX Transportation (NET &amp; PRS combined)</b>					
<b>By Calendar Year</b>					
<b>Number of Trips</b>					
					<b>4 year</b>
<b>Month</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>TOTAL</b>
January	340	268	297	374	1,279
February	344	241	216	356	1,157
March	271	286	264	408	1,229
April	82	266	270	347	965
May	124	235	320	406	1,085
June	224	304	291	419	1,238
July	266	277	262	359	1,164
August	232	239	0	343	814
September	239	306	0	353	898
October	244	308	356	426	1,334
November	179	296	371	358	1,204
December	199	262	359	327	1,147
<b>TOTALS</b>	<b>2,744</b>	<b>3,288</b>	<b>3,006</b>	<b>4,476</b>	<b>13,514</b>
<b>Number of Miles</b>					
					<b>4 year</b>
<b>Month</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>TOTAL</b>
January	6799	4117	4442	3,526.00	18,884
February	6365	3148	2703	4,443.00	16,659
March	3881	3910	2860	4,545.00	15,196
April	1170	4508	3367	3,558.00	12,603
May	2002	3948	3947	4,375.00	14,272
June	3669	5653	4067	4,282.00	17,671
July	4288	4640	2661	4,065.00	15,654
August	4086	3535	5779	5,155.00	18,555
September	4261	4839	5103	4,275.00	18,478
October	4684	4636	4907	5,709.00	19,936
November	2888	4254	5684	4,455.00	17,281
December	3435	3694	3982	3,821.24	14,932
<b>TOTALS</b>	<b>47,528</b>	<b>50,882</b>	<b>49,502</b>	<b>52,209</b>	<b>200,121</b>
<b>Total Dollars Paid by DJFS</b>					
					<b>4 year</b>
<b>Month</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>TOTAL</b>
January	\$22,176.79	\$22,699.84	\$27,011.57	\$20,321.63	\$92,209.83
February	\$22,142.11	\$16,110.27	\$16,304.67	\$24,898.55	\$79,455.60
March	\$16,013.34	\$16,000.11	\$13,664.38	\$21,964.26	\$67,642.09
April	\$9,829.11	\$19,612.46	\$13,446.72	\$24,245.09	\$67,133.38
May	\$13,463.40	\$17,598.69	\$22,704.85	\$27,210.79	\$80,977.73
June	\$19,675.05	\$19,425.91	\$19,554.75	\$23,282.56	\$81,938.27
July	\$20,438.26	\$17,163.01	\$16,909.06	\$20,332.80	\$74,843.13
August	\$17,175.62	\$11,700.27	\$37,539.51	\$24,042.45	\$90,457.85
September	\$15,364.47	\$25,956.68	\$23,684.72	\$21,452.17	\$86,458.04
October	\$12,827.75	\$17,287.14	\$24,493.23	\$24,884.64	\$79,492.76
November	\$10,508.72	\$18,471.24	\$28,049.71	\$23,142.83	\$80,172.50
December	\$19,223.58	\$18,532.70	\$22,726.64	\$17,305.34	\$77,788.26
<b>TOTALS</b>	<b>\$198,838.20</b>	<b>\$220,558.32</b>	<b>\$266,089.81</b>	<b>\$273,083.11</b>	<b>\$958,569.44</b>
<b>Average</b>					
<b>Cost/Mile</b>	\$4.18	\$4.33	\$5.38	\$5.23	



Ohio Administrative Code Attachment #3  
Rule 5160-15-10 Transportation: non-emergency services through a CDJFS.  
Effective: July 1, 202

(A) Pursuant to 42 C.F.R. 431.53, the Ohio department of medicaid (ODM) is obligated to ensure necessary transportation for medicaid-eligible individuals to and from providers of covered healthcare services. ODM fulfills this obligation in large measure through three-way subgrant agreements with the Ohio department of job and family services (ODJFS) and with each county department of job and family services (CDJFS). This rule sets forth the responsibilities and expectations placed by ODM on each CDJFS in the administration of this medicaid-funded non-emergency transportation assistance benefit. In signing a subgrant agreement, a CDJFS agrees to be bound by this rule and by any other applicable provision of the Administrative Code.

(B) For each individual to whom non-emergency transportation assistance is provided, a CDJFS is expected to select the type of assistance that is most cost-effective, is suitable to the individual's needs and circumstances, and enables timely access. If one type of assistance proves infeasible, a CDJFS may select another type.

(1) A CDJFS may decline to provide medicaid-funded non-emergency transportation assistance to a medicaid-eligible individual under this rule if either of the following criteria is met:

(a) The associated healthcare service is not part of the individual's medicaid benefit package; or

(b) The requested non-emergency transportation assistance is not necessary for any of the following reasons:

(i) A medicaid managed care organization (MCO) is obligated to furnish transportation to the individual under its provider agreement with ODM;

(ii) The individual is a resident of a long-term care facility (nursing facility, skilled nursing facility, or intermediate care facility for individuals with intellectual disabilities), for whom transportation is provided in accordance with Chapter 5160-3 or Chapter 5123:2-7 of the Administrative Code;



(iii) A medicaid hospice provider is obligated to provide or arrange transportation that is necessary for the individual to receive care related to a terminal illness;

(iv) Suitable transportation is available free of charge to the general public; or

(v) Failure to provide the requested assistance will have no effect on the individual's ability to obtain the healthcare service.

(2) A request made on behalf of a minor child for non-emergency transportation assistance entails additional considerations.

(a) Responsibility for transporting a child normally falls to a parent or guardian. In reviewing a request, a CDJFS should take into account the impact, if any, of the following factors:

(i) Whether a family member or friend is available to provide transportation;

(ii) Whether the family has ready access to a reliable vehicle;

(iii) Whether the family has sufficient financial resources (including any adoption or foster care subsidy); and

(iv) Whether another entity such as a school system is or should be involved.

(b) A request for non-emergency transportation assistance to enable another person, such as a parent, to be with a child in a healthcare facility may be approved if two criteria are met:

(i) The presence of the other person is needed for an identifiable healthcare purpose that will benefit the child; and

(ii) The other person lacks the resources necessary to make the trip (or trips).

(3) A CDJFS may temporarily restrict or suspend a particular type of non-emergency transportation



assistance or non-emergency transportation assistance in general for an individual for reasons including but not limited to the following examples:

(a) Misuse by the individual, as determined by the CDJFS;

(b) Dangerous, threatening, or disruptive behavior on the part of the individual; or

(c) Presence in the individual of a communicable disease or condition (other than a mild endemic illness such as the common cold) that constitutes a danger to public health.

(4) A CDJFS is to provide a notice of state hearing rights whenever it proposes to withhold, reduce, suspend, or terminate the medicaid-funded non-emergency transportation assistance benefit or whenever a medicaid-eligible individual formally expresses disagreement with an action or lack of action taken by the CDJFS on a request for non-emergency transportation assistance. The following examples, however, do not constitute restrictions by the CDJFS of the medicaid benefit and are not subject to state hearing

(a) The refusal of a request for a specific trip, particularly because of factors beyond the control of the CDJFS such as a scheduling conflict, lack of sufficient advance notice, or adverse weather conditions; and

(b) Failure to provide further non-emergency transportation assistance when all options have been exhausted.

(C) The community service area of a CDJFS is the geographical area within which medicaid-eligible individuals and the general population in the county routinely access healthcare services.

(1) The community service area comprises at least the county or counties served by the CDJFS, and it may also include specific locations in contiguous Ohio counties, non-contiguous Ohio counties, and bordering states.

(2) It is expected that medicaid-eligible individuals will access covered healthcare services within the community service area. If a covered healthcare service can be obtained only outside the community



service area, the CDJFS may choose to provide assistance sufficient to enable travel only to or from the nearest location, unless a documented consideration other than distance overrides such a limitation.

(D) Every CDJFS may offer a variety of transportation assistance options.

(1) These options include the following examples:

(a) Contracted livery service;

(b) Payment for fixed-route or demand-response transportation;

(c) Vouchers for fuel at participating service stations;

(d) Prepayment of fare::

(e) Prepayment for fuel;

(f) Transportation by a CDJFS staff member in a CDJFS vehicle;

(g) Payment of mileage reimbursement;

(h) Reimbursement for travel-related expenses that represent a necessary out-of-pocket cost to a medicaid-eligible individual;

(i) Transportation, or payment for transportation, of a parent or legal guardian accompanying a medicaid-eligible individual who is younger than twenty-one years of age; and

(j) Other services approved in advance by ODM.

(2) The types of non-emergency transportation assistance offered by a CDJFS generally reflect the resources available within its community service area. In a large metropolitan area with an extensive public transit system and numerous taxicab and transportation network companies, for example, the



CDJFS may choose to offer rides rather than payment of vehicle costs: in a very rural area with no public transit and few delivery options, the CDJFS may choose to offer fuel subsidy as its main form of assistance. Every CDJFS, however, regardless of community service area, is expected to develop a process for identifying transportation sources and to make a good-faith effort to secure rides for individuals who need actual transportation.

(E) Each CDJFS shares basic information about its administration of the transportation assistance benefit by submitting form ODM 10241, "Medicaid County Transportation Profile" (rev. 4/2021), to ODM and revising the document whenever changes are made but not less often than every twelve months.

(F) Of all the records created in the course of administering medicaid-funded non-emergency transportation assistance, ODM expects a CDJFS to collect the following types for purposes of data analysis and program integrity:

(1) Documentation of each request for non-emergency transportation assistance, maintained in such a manner that ODM can readily verify the following information:

(a) The individual's medicaid identification number;

(b) The date on which the request for transportation assistance was made;

(c) The identity and location of the healthcare provider where the individual planned to obtain a covered service;

(d) The trip date or dates requested;

(e) The number of one-way trips involved;

(f) The type of transportation assistance provided or the reason why transportation assistance was not provided;

(g) The name of the transportation vendor, when applicable;





- (h) The scheduled pick-up and drop-off times and the actual pick-up and drop-off times, when applicable; and
- (i) The name of the medicaid program area (such as pregnancy-related services, healthchek/EPSTD, or general non-emergency transportation) to which the cost should be allocated;
- (2) Results of criminal background checks and database searches conducted in accordance with rule 5160-15-14 of the Administrative Code; and
- (3) Complaints and suggestions received from passengers and, if applicable, from vendors.



## Ohio Administrative Code

### Rule 5160-15-14 Transportation: non-emergency services through a CDJFS: program integrity provisions.

Effective: July 1, 2022

#### (A) Definitions.

(1) "Private transportation vendor (PTV)" is an entity that meets the following criteria:

(a) It seeks to establish or to maintain a contract with a county department of job and family services (CDJFS) to supply transportation service to medicaid recipients in accordance with rule 5160-15-10 of the Administrative Code; and

(b) It is not a government agency, transit authority, public transportation system, or other quasi-governmental organization.

(2) "PTV owner/manager" is a person having an ownership or control interest in the PTV, as defined in 42 C.F.R. 455.101 (October 1, 2020).

(3) "Related enterprise" is any other business in which a PTV owner/manager has an ownership or control interest.

(4) "Direct-service PTV employee" is a PTV employee who provides direct services to medicaid recipients.

(B) A CDJFS may hold a contract with a PTV only if the following conditions are met:

(1) All applicable disclosure provisions set forth in 42 C.F.R. Part 455, Subpart B (October 1, 2020) are satisfied;

(2) Whenever a contract between the CDJFS and the PTV is established or renewed and whenever the PTV is considering an applicant for a position as a direct-service PTV employee, the following four conditions are met:



- (a) Each driver holding or applying for a position with the PTV has a valid driver's license;
- (b) For each driver holding or applying for a position with the PTV, a certified driving record history is obtained from the bureau of motor vehicles of the Ohio department of public safety and provided to the CDJFS;
- (c) A criminal background check performed in accordance with section 109.572 of the Revised Code on each direct-service PTV employee or applicant returns one of two results:
  - (i) The direct-service PTV employee or applicant has never been convicted of or pleaded guilty to an offense listed in divisions (A)(3)(a) to (A)(3)(e) of section 109.572 of the Revised Code (a disqualifying offense); or
  - (ii) The direct-service PTV employee or applicant has been convicted of or pleaded guilty to a disqualifying offense and one of the following criteria is met:
    - (A) The individual has satisfied the conditions associated with any applicable exclusionary periods set forth in rule 5160-1-17.8 of the Administrative Code; or
    - (B) The individual has obtained a certificate of qualification for employment in accordance with section 2953.25 of the Revised Code or an equivalent certification issued by another state or federal jurisdiction; and
- (d) A search substantiates that no PTV, PTV owner/manager, or direct-service PTV employee or applicant is currently listed as sanctioned or excluded in either of the following databases:
  - (i) The system for award management (SAM) maintained by the United States general services administration; or
  - (ii) The list of excluded individuals and entities (LEIE) maintained by the office of inspector general in the United States department of health and human services.



AUTHENTICATED,  
OHIO LEGISLATIVE SERVICE  
COMMISSION  
DOCUMENT #298509

(C) Not later than thirty calendar days either after a contract period has started or after a criminal background check and database search have been performed for an applicant, the CDJFS documents and submits to the department or its designee the relevant information indicated in paragraph (B) of this rule, in the format specified by the department or its designee.

ATTACHMENT 4  
Attachment 4  
**CONTRACTOR BUDGET**  
**Summary Sheet**

Contractor Name:  
Street Address:  
City, State, Zip Code:

I.	Staff		
	A.	Salaries	\$0
	B.	Payroll-Related Expenses	\$0
	Total Staff Costs		\$0
II.	Operations		
	A.	Travel and Short Term Training	\$0
	B.	Consumable Supplies	\$0
	C.	Occupancy Costs	\$0
	D.	Indirect Costs	\$0
	E.	Contract and Professional Services	\$0
	F.	Other Miscellaneous	\$0
	Total Operational Costs		\$0
III.	Equipment		
	A.	Equipment Subject to Depreciation	\$0
	B.	Small Equipment Purchases	\$0
	C.	Leased and Rented Equipment	\$0
	Total Equipment Costs		\$0
	Sub-Total of All Costs		\$0
IV.	MINUS Fees Collected by the Contractor (Program Income)		\$0
V.	Total Program Expenses		\$0

1.A. Salaries				
Position Title	Number of Positions Requested	Rate of Pay Per Hour	Number of Hours Worked in Calendar Year	Annual Salary
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTALS:			0	\$0

1.B. Payroll Related Expenses	
Item	Payroll Related Expenses
OPERS or Social Security	
Worker's Compensation/Unemployment Insurance	
Retirement Expense	
Hospitalization Insurance Premium	
Other (identify)	
Medicare	
<b>Total Payroll-Related Expenses</b>	<b>\$0</b>

II.A. Travel and Short Term Training	
Type	Travel and Short-Term Training Expenses
Mileage Reimbursement	
Short-Term Training	
Other (identify)	
<b>Total Travel and Short-Term Training</b>	<b>\$0</b>

II.B. Consumable Supplies	
Type	Consumable Supplies
Office Supplies	
Cleaning Supplies	
Other (identify)	
<b>Total Consumable Supplies</b>	<b>\$0</b>

II. C. Occupancy Costs	
Type	Occupancy Costs
Total Occupancy Costs	\$0

II.D. Indirect Costs (Administrative Costs): Attach explanation	
Identify Categories in Indirect Cost Allocation Plan	Amount
Total Indirect Costs	\$0



II. E. Contract & Professional Services - Consulting, System Support, etc.	
Identify Each Contract or Service	Cost
Total Contract & Service Costs	\$0

II. F. Other - Miscellaneous	
Identify Miscellaneous Costs	Cost
Total Miscellaneous Cost	\$0



III. B. Small Equipment Purchases (Equipment costing under \$5,000)		
Item	Quantity	Small Equipment Purchases
Total Small Equipment Purchases		\$0.00

III. C. Leased and Rented Equipment			
Item	Model and Year	Quantity	Leased and Rented Equipment Charge
Total Leased and Rented Equipment			\$0.00

### Budget Computation

Total Vendor Expenses*	\$0	divided by Total Miles traveled for all programs	0	= Actual Unit Rate	#DIV/0!
------------------------	-----	--	---	--------------------	---------

\*Carried forward from Page 1, section V.

Operating units are the number miles traveled for all programs

Unit Rate	#DIV/0!	multiplied by number of miles projected to be purchased	75,000	= 100% Contract Value	#DIV/0!
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Units Purchased are the total miles projected to be purchased by SCDJFS for purpose of rating the RFP consistently for all vendors Actual miles purchased under contract may be less or more than this projection

<b>Deliverable</b>	<b>Unit Rate</b>	<b>Projected Miles for Contract July 1, 2021 – June 30, 2022</b>	<b>Proposed Total Cost for July 1, 2021 – June 30, 2022</b>
Miles	#DIV/0!	75,000.00	#DIV/0!
Vendor mark-up above unit rate for profit: (not apply to non-profits)	\$ _____	75,000.00	#DIV/0!
<b>Total Cost</b>	\$ _____	<b>75,000.00</b>	<b>#DIV/0!</b>

\*\* Vendor Mark Up is the profit above the actual unit rate; Vendor must enter the amount for RFP rating purposes. The actual Mark UP or profit margin will be negotiated prior to the contract being signed and may be different.

**ATTACHMENT 5 – RATING SCALE**

**TRANSPORTATION SERVICES  
PROPOSAL EVALUATION CRITERIA**

**Organization Description  
Maximum of 10 points total**

Organization Description	1 point	_____
Mission/Vision, Staffing, Service Expertise	2 points	_____
Connection of Proposal to Organization Goals	3 points	_____
Administration and Management Background	2 points	_____
Organizational and Staff Stability (2+ years)	2 points	_____

**System Experience and Development  
Maximum of 15 points total**

System Experience Related to Proposal	6 points	_____
Administrative Experience	2 points	_____
Contract Management Experience	2 points	_____
Staff Qualifications to Deliver Proposed Design	2 points	_____
Record of Performance/Accountability	3 points	_____

**Financial Information  
Maximum of 30 points total**

Financial Statements for Past Two Audited Periods	5 points	_____
Cost Per Mile	10 points	_____
Reasonableness of Costs (based on review of budget)	15 points	_____

**Program Implementation Plan**  
**Maximum of 45 points total**

Meeting Identified Needs of: 15 points \_\_\_\_\_

-Title XIX NET Transportation Services: 5 points \_\_\_\_\_

-Title XIX PRS Transportation Services: 5 Points \_\_\_\_\_

-Children Services Transportation Services: 5 Points \_\_\_\_\_

Program Design 30 points \_\_\_\_\_

-Plan to provide Title XIX NET Transportation Services: 10 points \_\_\_\_\_

-Plan to provide Title XIX PRS Transportation Services: 10 Points \_\_\_\_\_

-Plan to provide Children Services Transportation Services: 10 Points \_\_\_\_\_

Attachment 6  
Proposal for  
Transportation Services for Title XIX (19) Medicaid Program,  
Pregnancy Related Medicaid and Children Services for the  
Sandusky County Department of Job and Family Services

*Name of Bidder:* \_\_\_\_\_

*Address of Bidder:* \_\_\_\_\_

\_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Contact Person:* \_\_\_\_\_

*State Fiscal Year 25 (July 1, 2024 – June 30, 2025)* \_\_\_\_\_

*State Fiscal Year 26 (July 1, 2025 – June 30, 2026)* \_\_\_\_\_

*State Fiscal Year 27 (July 1, 2026 – June 30, 2027)* \_\_\_\_\_

***Total Dollar Amount Requested for Contract:***

\$ \_\_\_\_\_

***Amount of Unit Rate Per Mile***

\$ \_\_\_\_\_

***Amount Added to Unit Rate for Profit***

\$ \_\_\_\_\_

***Total Unit Rate :***     \$ \_\_\_\_\_ *per Mile*

Attachment 7

**Checklist for Submitting Proposals**

All proposals responding to the “**Proposal for The Sandusky County Department of Job and Family Services, Transportation Services**” must include the following:

- Request for Proposal Response Cover Page
- Checklist for Submitting Proposal
- Entity qualifications and staff qualifications for this program
- Competitive Proposal Affidavit
- Representations, Assurances and Certifications
- Certificate of Liability Insurance
- Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code: Campaign Contributions
- Additional Competitive Proposal Affidavit for bids over \$100,000
- Program Narrative-following format of Criteria Rating Sheet
- Budget Summary
- Budget Narrative and Allocation description
- Miscellaneous Documents pertinent to the Proposal



Attachment 8  
COMPETITIVE PROPOSAL AFFIDAVIT  
State of Ohio

I, \_\_\_\_\_, \_\_\_\_\_.  
(Name of person signing affidavit) (Title)

swear that \_\_\_\_\_  
(Name of Individual, Corporation, or Organization)

(NON-COLLUSION AFFIDAVIT) its agents, officers, or employees have not directly, nor indirectly, entered into any agreements, participated in any collusion, nor taken any action to restrain free competition in connection with this proposal.

(NON-DISCRIMINATION AFFIDAVIT) its agents, officers or employees will not discriminate in the hiring of employees for work under this proposal or in providing services sent forth in this proposal on the basis of race, color, religion, sex, age, disability, national origin or ancestry, or political affiliation or belief.

(PERSONAL PROPERTY TAX DELINQUENCY STATEMENT) The organization is not now charged with any delinquent personal property taxes on the general tax list of personal property of the county. If such delinquency is now charged, a statement setting forth the unpaid delinquent taxes and any due and unpaid penalties and interest now follows:

\_\_\_\_\_  
\_\_\_\_\_

(CERTIFICATION). The information contained in this proposal fairly represents the organization and its proposed operating plans and price for the Scope of Services and Deliverables described in the Request for Proposals for Non-Emergency Transportation Services. I acknowledge that I have read and understand the requirements and provisions of this Request for Proposals, and this organization is prepared to provide the Scope of Services and Deliverables, as specified in this proposal.

I certify that all information contained in this proposal is true and correct, and shall be open to verification, should The Sandusky County Department of Job and Family Services choose to do so.

I certify that I am authorized to sign the attached proposal, and to commit this organization to the provisions described in the Scope of Services and Deliverables, and other provisions contained in the Request for Proposals. Furthermore, I can and do certify that this is a firm offer to complete the items outlined in the Request for Proposals.

I further certify that my organization does not have an outstanding Finding for Recovery

with the Ohio Auditor of State office.

Finally, I do certify that this organization is not currently involved in any state of formal bankruptcy proceedings.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, Ohio.

**ATTACHMENT 9**

**REPRESENTATIONS, ASSURANCES, AND CERTIFICATIONS**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

The name and telephone number of the person(s) who has the authority to submit proposals:

\_\_\_\_\_

The name and telephone number of the person(s) who has the authority to sign contracts:

\_\_\_\_\_

The legal status of the bidder's organization (e.g. corporation, sole proprietor ship, post-secondary education institution, etc.)

\_\_\_\_\_

Date of establishment/ incorporation: \_\_\_\_\_

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Worker's Compensation Account Number: \_\_\_\_\_

Unemployment Insurance Account Number: \_\_\_\_\_

Is the company co-owned or controlled by a parent company?  Yes  No

If yes, name of parent company: \_\_\_\_\_

Is the bidder authorized/ licensed to do business in the state of Ohio?  Yes  No

Is the bidder bound by Federal, State, or local Affirmative Action or Equal Employment Opportunity rules?  Yes  No

If yes, has the company filed all required EEO reports to the necessary agencies?  Yes  No

The company certifies that it is not debarred nor suspended under Federal and State rulings from receiving federal funds.  Yes  No

Does the company have current or future plans for a buyout or sale?  Yes  No

The company certifies that it will not enter into contracts with subcontractors who are debarred or suspended from such transactions to complete work related to this Request for Proposals.  Yes  No

The company certifies it will not use the contract funds to lobby?  Yes  No

The company certifies it is a drug-free work place?  Yes  No

The company certifies it is not delinquent on any Federal debt?  Yes  No

\_\_\_\_\_  
Signature Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, Ohio

**Attachment 10a**  
**AFFIDAVIT IN COMPLIANCE WITH**  
**SECTION 3517.13 OF THE OHIO REVISED CODE**  
**(Corporation or Business Trust)**  
**(R.C. 3517.13(J) (3))**

STATE OF OHIO

COUNTY OF \_\_\_\_\_ :

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

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]  
for \_\_\_\_\_.  
[Name of Corporation/Business Trust]

2. In my position as \_\_\_\_\_, I have the authority to make the  
[Title]  
certifications contained herein on behalf of \_\_\_\_\_.  
[Name of Corporation/Business Trust]

3. On behalf of \_\_\_\_\_ I do hereby certify that all of  
[Name of Corporation/Business Trust]  
the following persons, if applicable, are in compliance with division (J) (1) of Section  
3517.13 of the Ohio Revised Code:

- (a) Each owner of more than twenty per cent of the corporation or business trust;
- (b) Each spouse of an owner of more than twenty per cent of the corporation or business trust;
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section,

4. I further certify that if \_\_\_\_\_ is awarded a  
[Name of Corporation/Business Trust]  
contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J) (2) of Section 3517.13 of the Ohio Revised Code:

- (a) An owner of more than twenty per cent of the corporation or business trust;
- (b) A spouse of an owner of more than twenty per cent of the corporation or business trust;

- (c) A child seven years of age through seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
- (d) Any political action committee affiliated with the corporation or business trust;
- (e) Any combination of persons identified in (a) through (d) of this section.

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

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

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

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Attachment 10b  
**AFFIDAVIT IN COMPLIANCE WITH**  
**SECTION 3517.13 OF THE OHIO REVISED CODE**  
(Individuals or Non-Corporate Entities)  
(R. C. 3517.13(I)(3))

STATE OF OHIO

COUNTY OF \_\_\_\_\_ :

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

1. I am \_\_\_\_\_ and I am employed as \_\_\_\_\_  
[Name] [Title]

for \_\_\_\_\_.  
[Name of Entity]

2. In my position as \_\_\_\_\_, I have the authority to make the  
[Title]  
certifications contained herein on behalf of \_\_\_\_\_.  
[Name of Entity]

3. On behalf of \_\_\_\_\_, I do hereby certify that the  
[Name of Entity]  
following persons, if applicable, are in compliance with division (I)(1) of Section  
3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section.

4. I further certify that if \_\_\_\_\_ is awarded a contract.  
[Name of Entity]  
the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (I)(2) of Section 3517.13 of the Ohio Revised Code:

- (a) The individual;
- (b) Each partner or owner of the partnership or other unincorporated business;
- (c) Each shareholder of the association;
- (d) Each administrator of the estate;
- (e) Each executor of the estate;
- (f) Each trustee of the trust;
- (g) Each spouse of any person identified in (a) through (f) of this section;
- (h) Each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
- (i) Any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- (j) Any combination of persons identified in (a) through (i) of this section,

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

Further, Affiant sayeth naught.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Title]

Sworn to before me, and subscribed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ATTACHMENT 11**  
**ADDITIONAL COMPETITIVE PROPOSAL AFFIDAVIT CERTIFICATION**  
**FOR BIDS OVER \$100,000**  
State of Ohio

I, \_\_\_\_\_,  
(Name of person signing affidavit) (Title)

swear that \_\_\_\_\_  
(Name of Individual, Corporation, or Organization)

I certify that my organization is not on the EPA List of Violating Facilities, but is in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR Part 15.

I do certify that my organization is required to report any violations to the State/County agency and to the U.S. EPA Assistant Administrator for Enforcement (EN-329).

I do certify that my organization and/or its principals are not on the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689.

I do certify that my organization will not and has not used 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 USC 1352.

I do certify that my organization shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

I certify that all information contained in this proposal is true and correct, and shall be open to verification, should The Department choose to do so.

\_\_\_\_\_  
Signature Date

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, Ohio

Attachment 12  
**SANDUSKY COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
PURCHASE OF SERVICE CONTRACT FOR  
TRANSPORTATION SERVICES  
TITLE XIX NET MEDICAID  
TITLE XIX PREGNANCY RELATED MEDICAID  
AND CHILDREN SERVICES**

This contract is entered into between the Sandusky County Department of Job and Family Services (Hereinafter referred to as SCDJFS) and [REDACTED] (Hereinafter referred to as Provider), with an office at [REDACTED] whose telephone number is [REDACTED], for the purchase of services delivered as Title XIX NET Medicaid, TITLE XIX Pregnancy Related Medicaid, and Children Services Transportation Services.

I. TERM

This contract will be effective from July 1, 2015 through June 30, 2016, inclusive, unless otherwise terminated or extended by formal amendment.

The total amount of the contract cannot exceed \$XXX,XXX.00 (amount spelled out) over the life of this contract.

SCDJFS reserves the option to renew and extend this contract each State Fiscal Year of the biennium from July 1, 2015 through June 30, 2018. Renewal is contingent upon the availability of funds and satisfactory performance by the vendor, and is subject to approval by SCDJFS, with renegotiation to be initiated by SCDJFS before the expiration of the first year's contract.

II. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and addendums, the Provider agrees to furnish and provide Transportation services as outlined in the Request for Proposal issued by SCDJFS (Addendum attached as EXHIBIT A) and by Provider's accepted proposal (Addendum attached as EXHIBIT B).

For Title XIX NET Medicaid (hereinafter referred to as NET) and Pregnancy Related Services Medicaid (hereinafter referred to as PRS) Transportation Services provider will:

- A. Provide Transportation for consumers only to and from Medicaid Title XIX or MCP Providers providing Medicaid reimbursable services.

- B. Provide arrangements for the pick up and delivery of consumers within 5 days of SCDJFS referral.
- C. Complete a monthly Transportation log which includes the following information: Date of transport, Driver or Transporter's name, Rider's and/or Consumer's Name, Medicaid Case Number of Consumer, Rider's and/or Consumer's Address, signature or initials of rider and/or Consumer, Origin of Transport, Destination of Transport, Number of One Way Trips, Number of Miles, and Cost (if the Rider travels to the same destination within the month, the destination can be listed once with the total miles and total one way trips), Total Cost, and if cost is for NET or PRS. The log shall not duplicate the number of recipients receiving transportation services. Logs may also use "codes" for origin and destination of transport; however, a code list must be provided to the Department for review. The log shall not duplicate the number of consumers receiving transportation services, or the number of one way trips.
- D. Complete the invoice in a format approved by SCDJFS, and following requirements according to "**Article V. BILLING AND PAYMENT**" of this contract.
- E. Submit both the completed Log and approved Invoice Form monthly according to "**Article V. BILLING AND PAYMENT**" of this contract.
- F. Offer Curb to Curb Transportation Service only. No driver of any of Provider's vehicles, or any employee of Provider, shall physically assist any consumer in entering or exiting the vehicle in any way, except to operate the vehicle's lift mechanism. No driver shall push any wheelchair nor assist any consumer in getting from his or her residence to the vehicle.
- G. Report immediately to SCDJFS when a consumer has failed to show for scheduled transportation three consecutive times or has failed to properly cancel a scheduled time of transportation. "Properly cancel" means that the consumer has notified the Provider twenty-four or more hours prior to the scheduled pick-up.
- H. Operate transportation services on Provider's hourly business schedule, but at least at a minimum of Monday through Friday each week. Provider shall schedule transportation for each day of its business hours except for holidays as listed on the attached schedule (Addendum attached as EXHIBIT C). If Provider's transportation agency closes for any other day not listed on the attached EXHIBIT C, Provider shall notify SCDJFS 30 days in advance. The 30 day advance notice does not apply to closures due to weather emergencies.
- I. Follow all Non-emergency transportation (NET) rules listed in Attachment #3 of the Request for Proposal (Addendum attached as EXHIBIT A).

For Children Services Transportation provider will:

- A. Provide Transportation for consumers only to and from Approved Locations as determined by SCDJFS.
- B. Provide arrangements for the pick-up and delivery of Recipients within twenty-four (24) hours of referral.
- C. Complete a monthly Transportation log which includes the following information: Date of transport, Driver or Transporter's name, Rider's and/or Consumer's Name, Rider's and/or Consumer's Address, signature or initials of rider and/or Consumer. Origin of Transport, Destination of Transport, Number of One Way Trips, Number of Miles, and Cost (if the Rider travels to the same destination within the month, the destination can be listed once with the total miles and total one way trips), and Total Cost. The log shall not duplicate the number of recipients receiving transportation services. Logs may also use "codes" for origin and destination of transport; however, a code list must be provided to the Department for review. The log shall not duplicate the number of consumers receiving transportation services, nor the number of one way trips.
- D. Provider shall complete the invoice in a format approved by SCDJFS, and following requirements according to "**Article V. BILLING AND PAYMENT**" of this contract.
- E. Provider shall submit both the completed Log and approved Invoice Form monthly according to "**Article V. BILLING AND PAYMENT**" of this contract.
- F. Provider shall offer Curb to Curb Transportation Service only. No driver of any of Provider's vehicles shall physically assist any consumer in entering or exiting the vehicle in any way, except to operate the vehicle's lift mechanism. No driver shall push any wheelchair nor assist any consumer in getting from his or her residence to the vehicle.
- G. Report immediately to SCDJFS when a consumer has failed to show for scheduled transportation three consecutive times or has failed to properly cancel a scheduled time of transportation. "Properly cancel" means that the consumer has notified the Provider twenty-four or more hours prior to the scheduled pick-up.
- H. Operate transportation services on Provider's hourly business schedule, but at least at a minimum of Monday through Friday each week. Provider shall schedule transportation for each day of its business hours except for holidays as listed on the attached schedule (Addendum attached as EXHIBIT C). If Provider's transportation agency closes for any other day not listed on the attached EXHIBIT C, Provider shall notify SCDJFS 30 days in advance. The 30 day advance notice does not apply to closures due to weather emergencies.

### III. ADDITIONAL PROVIDER RESPONSIBILITIES

- A. Required documentation and reporting: Records of all service provided to all individuals in the contracted program, whether reimbursed by this contract or not, and all expenses incurred in the operation of the programs must be maintained. Service and expenses for which there is no proper documentation will not be reimbursed, or will be recovered through the audit process.
- B. It is the responsibility of the Provider to monitor the cost of services. It is the responsibility of the Provider to request, in advance, additional funds to cover services for additional customers or expanded services. SCDJFS will not reimburse for service that has not been prior authorized, or that exceeds authorization.
- C. The Provider may also be required to provide additional reports or forms to SCDJFS for submission to the State or for record keeping purposes. SCDJFS reserves the right to request additional reports or forms at any time during the contract period. It is the responsibility of the Provider to furnish SCDJFS with reports and forms, as requested. SCDJFS reserve the right to withhold payment until such time as the requested and/or required reports and forms are received.
- D. Provider shall purchase all materials and supplies necessary for the performance of this contract, in accordance with the specifications provided by the SCDJFS. Provider shall provide paid receipts to SCDJFS showing that all the materials have been paid for and the Provider shall provide waivers of lien in the form appropriate and designated by SCDJFS at the conclusion of this agreement. SCDJFS is authorized to withhold from Provider any and all funds necessary to satisfy any and all claims brought against SCDJFS by any material men or person performing services relating to this contract. (The above, in part, may be waived in a service-only contract).
- E. Provider shall submit with the invoice back up documentation to support the calculation of expenses and percentages for the allocation of costs. Back up documentation includes any spreadsheet which clearly denotes the information used and which can be backed by supporting documentation in an audit or monitoring visit.
- F. Provider and its agents or employees shall not be considered employees of SCDJFS, or Sandusky County for any purposes and therefore are not eligible for sick leave, vacation, hospitalization or fringe benefits extended to regular employees of Sandusky County.
- G. If Provider has any business contracts with and receives funding from any State,

County and/or Local governmental entity in an annual aggregate amount greater than \$100,000.00, Provider shall certify that it, any of its principles, affiliated groups, contractors of this grant, or persons with a controlling interest in the Provider's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization. Provider shall complete form number HLS 0038 2/06" and submit it to SCDJFS in order to meet this requirement. Information on this law may be reviewed at [www.homelandsecurity.ohio.gov/](http://www.homelandsecurity.ohio.gov/) The completed Affidavit was submitted with the Request for Proposal Response, attached as EXHIBIT B

- H. Provider shall maintain a written code of standards of conduct that will govern the performance of its officers and employees engaged in awarding, recommending, approving, monitoring, and administration of contracts, other purchases of goods and services and grants. Written code of standards of conduct shall, at a minimum, comply with federal and state requirements, including but not limited to all provisions in 29 CFR 97.36, 45 CFR 92.36, ORC 102.03, ORC 102.04, ORC 2921.42 and ORC 2921.43.
- I. Provider shall complete an "Affidavit In Compliance With Section 3517.13 of the Revised Code: Campaign Contributions." Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods and services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association; including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The completed Affidavit was submitted with the Request for Proposal Response, attached as EXHIBIT B.

#### IV. SCDJFS RESPONSIBILITIES

SCDJFS shall be responsible to:

- 1) Receive requests for transportation services by telephone, in person or in writing.
- 2) Review requests and complete eligibility for individuals.
- 3) Notify individuals of eligibility approval or denial.
- 4) Review and approve or deny requests for an Attendant to travel with eligible individuals.
- 5) Notify [REDACTED] with the names of individuals, and their case number, who have been determined eligible for Transportation Services.
- 6) Make the determination of good cause for failure to show for three or more consecutive scheduled times of transportation or fails to properly cancel the scheduled time of transportation.

- 7) Notify consumers of telephone confirmation implementation, of the three consecutive failure dates, of reason not meeting good cause, and the name of SCDJFS contact.
- 8) Follow all NET and PRS transportation rules (Attachment #3 to Addendum attached as EXHIBIT A).
- 9) Notify Provider of approved locations of transport.

## V. BILLING AND PAYMENT

SCDJFS agrees to compensate the Provider on a cost reimbursement basis for the services performed by the Provider which includes any fluctuations of gasoline prices. This Rate of Payment has been established and supported by the program budget submitted with Provider's initial proposal, (Addendum attached as EXHIBIT B). The total amount of the contract cannot exceed the amount listed in Article I of this contract.

The Provider shall invoice Title XIX NET and PRS Medicaid Services separate from Children Services. Both Title XIX NET and PRS Medicaid Transports may be included on the same logs and reports listed in Articles II and III; however, the logs or reports must clearly identify when there is a PRS transport.

The Provider shall submit DRAFT invoices to SCDJFS by the fifth (5<sup>th</sup>) business day of the month following the month of service. SCDJFS shall review the DRAFT invoices, make any corrections, and return the corrected DRAFT invoices to the Provider by the tenth (10<sup>th</sup>) business day of the month following the month of service. The Provider shall use the information from the DRAFT invoices to submit ORIGINAL invoices to SCDJFS by the twentieth (20<sup>th</sup>) business day of the month following the month of service. Upon receipt of the ORIGINAL invoices, SCDJFS will review them for completeness and errors. If SCDJFS finds errors on the ORIGINAL invoices, they will be returned to the Provider for corrections within three (3) business days of receipt. The Provider will correct the ORIGINAL invoices and return them to SCDJFS within three business days of receipt. Provider will make reasonable efforts to include all service provided during the service month on the invoices.

Under no circumstances will SCDJFS make payment for any services rendered for which a first ORIGINAL invoice is submitted more than 60 calendar days from the end of the services month. The SCDJFS Fiscal Department has the final authority in determining if an invoice is received timely and accurately.

For accurate invoices received timely and in accordance with the terms of this contract, the SCDJFS will make payment within 45 days after receipt of the original or corrected invoice, whichever is later. SCDJFS will only pay for those services authorized and referred under the contract; and reserves the right to withhold payment until such time as requested and/or required reports are received.

Provider will indicate the vendor number (federal taxpayer id) on all invoices submitted for payment.

Provider warrants that the following unallowable costs were not included in determining the rate of payment and that these costs will not be included in any invoice submitted for payment. For this project, unallowable costs are:

bad debt, bonding costs, contingencies, contributions or donations, entertainment costs, costs of alcoholic beverages, goods or services for personal use, fines, penalties, and mis-charging costs, gains and losses on disposition or impairment of depreciable or capital assets, interest and other financial costs, losses on other contracts, organizational costs, costs related to legal and other proceedings, goodwill, asset valuations resulting from business combinations and legislative lobbying costs.

Provider warrants that cost under this contract be accounted separately from other cost of Provider's other programs and will be maintained for the revenue and expenses of this contracted program.

Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of and will not exceed the total of local, state, and federal matching funds. SCDJFS will notify Provider of funding shortages by phone or FAX, no later than the first business day after SCDJFS is notified. If funds are not allocated and available for the continuance of the services performed by the Provider, the products or services directly involved in the performance of that function may be terminated by SCDJFS at the end of the period for which funds are available. No penalty shall occur to SCDJFS in the event this provision is exercised, and SCDJFS shall not be obligated or liable for any future payments due nor for any damages as a result of termination under this section.

Provider warrants that claims made to SCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funds for the same service.

#### VI. ELIGIBILITY FOR SERVICES

Service is to be provided only to those individuals who are eligible to receive services in accordance with federal and state law, and local policies and procedures as determined by SCDJFS.

#### VII. DUPLICATE BILLING



The Provider warrants that claims made to SCDJFS for payment for services provided shall be for actual services rendered to eligible individuals, and do not duplicate claims made by Provider to other sources of public funds for the same service.

#### VIII. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the services provided and supporting documentation for invoices submitted to SCDJFS by the Provider shall be retained and made available by the Provider for audit by the SCDJFS, the State of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment under this contract. If an audit is initiated during this time period, the Provider shall retain such records until the audit is concluded and all issues are resolved.

#### IX. 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 SCDJFS, 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 which 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 SCDJFS employees, 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 which would be a conflict of interest. It is understood that a conflict of interest occurs when any of the above 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 SCDJFS. Should a conflict of interest be discovered during the term of this contract, SCDJFS may exercise any right under the contract, including termination of the contract.

#### X. ASSIGNMENTS

The parties expressly agree that this contract shall not be assigned by the Provider without the prior *written* approval of the SCDJFS. The Provider may not subcontract any of the services agreed to in this contract without the expressed written consent of the SCDJFS. All subcontracts are subject to the same terms, conditions, and covenants contained within this contract. Provider must notify SCDJFS within one (1) business day when Provider knows or should have known that the subcontractor is out of compliance

or is 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 is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

#### XI. GOVERNING LAW

It is agreed by and between the parties that this contract shall be governed by the laws of the State of Ohio.

#### XII. INTEGRATION AND MODIFICATION

This instrument embodies the entire contract of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this contract.

This agreement may be reviewed and amended at any time during the agreement period, by mutual consent of the parties of this contract. Such amendments shall be dated and become part of this contract.

#### XIII. 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.

#### XIV. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered upon the other party prior to the effective date of termination, using the time line that follows. Should the Provider wish to terminate this contract, the Provider must deliver the notice of termination 30 days prior to the effective date of termination. Should SCDJFS wish to terminate, SCDJFS may do so immediately upon delivery of the termination notice. The parties further agree that should the Provider become unable to provide the services agreed to in this contract for any reason or otherwise materially breach this contract, such service as the Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of **Section IV - Billing and Payment.**

The parties further agree that should the Provider become unable to complete the work requested in this contract for any reason, such work as the Provider has completed upon the date of its inability to continue the terms of this contract shall become the property of the SCDJFS. The SCDJFS shall not be liable to tender and/or to complete the terms hereof, which date shall be the date of termination, unless extended upon request by the SCDJFS. Notwithstanding the above, the Provider shall not be relieved of liability to the SCDJFS for damages sustained by the SCDJFS by virtue of any breach of the contract by the Provider, and the SCDJFS may withhold any compensation to the Provider for the purpose of off-set until such time as the amount of damages due the SCDJFS from the Provider is agreed upon or otherwise terminated.

#### XV. 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 Office of Management and Budget circulars, state statutes and the Ohio Administrative Code rules in the conduct of work hereunder. The Provider accepts full responsibility for payment of any and all unemployment compensation premiums, income tax deductions, worker's compensation premiums, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Provider's employees, for the life of this contract. Provider shall provide, at the beginning of this service contract, a certificate showing that worker's compensation and unemployment compensation are, in fact, in good standing and in effect.

#### XVI. RELATIONSHIP

Nothing in this contract is intended to, or shall be deemed to constitute a partnership, association, nor joint venture with the Provider in the conduct of the provisions of this contract. The Provider shall at all times, have the status of independent contractor, without the right or authority to impose tort, contractual, or any other liability on SCDJFS or its Board of County Commissioners.

#### XVII. 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 subsequent breach of the same provision or condition.

#### XVIII. CONFIDENTIALITY

Provider agrees to comply with all federal and state laws applicable to the SCDJFS and/or consumers of SCDJFS, concerning the confidentiality of said consumers. The Provider understands that any access to the identities of any SCDJFS 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 SCDJFS consumers for any purpose not directly related to the administration of this contract is prohibited. The Provider will ensure that all consumer documentation is protected and maintained in a secure and safe manner, whether located in Provider's office or taken out of the Provider's office.

#### XIX. AUDIT RESPONSIBILITIES

The 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 provisions of this contract.

The Provider agrees to repay SCDJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, the Provider will be asked to sign a REPAYMENT OF FUNDS AGREEMENT. The Provider recognizes and agrees that SCDJFS may withhold any money due and recover through any appropriate method, any money erroneously paid under this contract, if evidence exists of less than full compliance with this contract. If payments are not made according the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than 60 days will be canceled and will not be re-issued. SCDJFS 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.

SCDJFS may allow a change in the terms of the repayment contract. Any change will require a formal amendment to the repayment contract, which will be signed by all relevant parties. An amendment to the repayment contract may also be processed if any additional changes or issues develop or need to be addressed.

#### XX. WARRANTY

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

#### XXI. 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 the Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect SCDJFS property or employees which are necessary to the Provider's ability to perform.

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

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

#### XXII. LEGAL ACTION

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

#### XXIII. CONTRACTOR AUTHORIZATION

This agreement for services to be provided by Provider, the SCDJFS is not concerned with controlling the time, method, manner, nor mode of the duties to be performed by the Provider, but only the result of the Provider's work. The parties hereto expressly agree that this is a Personal Service Contract, as set forth under Ohio Revised Code Section 145.03, and Ohio Administrative Code 145-5-15, and Provider expressly waives for himself or his agents, or employees, any rights, claims, or demands that he or his agents or employees may have for any benefit under the Public Employees Retirement System of the State of Ohio.

#### XXIV. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this contract, Provider certifies present and future compliance with any Court or Administrative order for the withholding of support which is issued pursuant to sections 3119, 3121, 3123, and 3125 of the Ohio Revised Code.

#### XXV. DRUG WORKPLACE

Provider certifies and affirms that Provider will comply with all applicable state and federal laws, including but not limited to, 29 CFR Part 98 and 45 CFR Part 76 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.

#### XXVI. EQUAL EMPLOYMENT OPPORTUNITY

The Provider and SCDJFS agree that as a condition of this contract, there shall be no discrimination against any client, employee, or potential employee, because of race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, veteran status, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and any subsequent amendments. It is further agreed that the Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this contract.

#### XXVII. 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, SCDJFS 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.

#### XXVIII. INSURANCE

Provider shall comply with the laws of the State of Ohio relating to insurance coverage, and shall carry during the performance of this contract, and keep in full force, Worker's Compensation Insurance. A copy of the document evidencing said Worker's Compensation coverage shall be furnished to SCDJFS, prior to commencement of services by Provider.

Provider agrees to obtain and maintain, at their expense, at all times throughout the term and performance of this contract the following types and limits of insurance:

Worker's Compensation coverage with minimum statutory limits

Employers' liability coverage with limits of at least \$1,000,000 per claim and \$1,000,000 in annual aggregate.

Professional liability and commercial general liability coverages, including sexual and physical abuse, broad form property damage, personal injury, advertising injury, completed operations, products liability and fire damage with limits not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate to cover any loss, liability or damage alleged to have been committed by the Provider or the Provider's employees, agents or volunteers. The liability policies shall name SCDJFS, the Board of County Commissioners and its employees as Additional named Insured.

Provider shall furnish to SCDJFS, upon execution of this contract, a Certificate of Insurance, certifying the above types and limits of insurance and additional named insured. Said Certificate shall include a "Notice of Cancellation" clause. Certificates and Notification (at least 30 days prior to cancellation) shall be sent to: [REDACTED], Fiscal Supervisor, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio 43420. Cancellation of insurance will constitute a default, which, if not remedied within the 30 day notification period shall cause immediate termination of this contract by SCDJFS.

#### XXIX. INDEMNIFICATION

The Provider agrees to protect, defend, indemnify and hold SCDJFS officers, employees, agents and the Board of County Commissioners free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Provider, negligent or otherwise, and its employees, officers, agents or independent contractors. The Provider agrees to pay all damages, costs and expenses of SCDJFS officers, agents, employees, and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.

#### XXX. LOBBYING

For contracts valued at greater than \$100,000, Provider warrants that during the life of the contract, Provider has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, member of Congress, office or employee of Congress, or any 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 shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Upon receipt of notice, SCDJFS will issue a termination notice in accordance with the terms of this contract. If Provider fails to notify SCDJFS, SCDJFS reserves the right to immediately suspend payment and terminate the contract.

#### XXXI. PROPERTY OF SANDUSKY COUNTY

- 1) Any item produced under this contract, or with funds provided under this contract, including any documents, software, data, photographs and negatives, electronic reports records or media, marketing items, are the property of Sandusky County. Sandusky County will have royalty free, nonexclusive and irrevocable license to reproduce, distribute, modify, maintain and use as deliverables. Provider will not obtain copyright, patent or other proprietary protection for the deliverables. Provider will not include in any deliverable any copyrighted matter in the manner provided in this contract. Provider agrees the deliverables will be made freely available to the general public unless SCDJFS determines, pursuant to state or federal law, that such

materials are confidential.

- 2) For equipment or software with an acquisition cost of \$5,000.00 or more, the cost shall be subject to depreciation for claiming of federal reimbursement. The equipment or its residual value must be transferred to SCDJFS when the equipment is no longer needed to carry out the work under this contract or another Federal Program of the Provider as indicated by a letter of certification from the Provider. Provider shall follow 29 CFR 97.32 for the use, management and disposal of any equipment purchased under this contract.

#### XXXII. CLEAN AIR ACT

Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities. Any violations of these regulations shall be reported to the SCDJFS and to the U.S. EPA Assistant Administrator for Enforcement (EN 329).

#### XXXIII. SUPPLANTING CLAUSE

Nothing in this contract shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.

#### XXXIV. CERTIFICATION

By signing this contract, Provider hereby certifies that its organization does not have an outstanding Finding for Recovery with the Ohio Auditor of State.

#### XXXV. MONITORING

SCDJFS will monitor the manner in which the terms of the contract are being carried out in accordance with the Sandusky County Monitoring Policy for the specified contract. SCDJFS will provide a copy of the Monitoring Policy to the Provider upon request. Program monitoring will occur quarterly and Fiscal monitoring will occur annually.

Provider will monitor any sub-contracts with any entity, including employers, according to Federal, State, and Local rules and regulations. Provider will complete a report for both fiscal and programmatic components of monitoring. Said report shall be maintained for viewing by SCDJFS upon request.

Provider shall notify SCDJFS 10 working days in advance of the scheduled date of the



monitoring visit.

#### XXXVI. ACCESSIBILITY OF PROGRAM TO HANDICAPPED

The Provider agrees as a condition of the contract to comply with The American's With Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable DOL and or HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

#### XXXVII. FAIR HEARING

SCDJFS and Provider agree that the Provider is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:6 of the Ohio Administrative Code and Chapter 5101.35 of the Ohio Revised Code. Provider cannot unilaterally refuse SCDJFS approved services to an eligible individual unless this decision is upheld in a state hearing.

#### XXXVIII. PUBLICITY

All publicity releases or other public references including media releases, information pamphlets, etc., on the services provided under this agreement, shall be approved with advance written authorization from SCDJFS. Provider shall submit a written explanation of the request for a publicity release or other public reference including media release, information pamphlets, etc., to SCDJFS. Upon receipt of written approval from SCDJFS, Provider shall, in any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, clearly state that the project is funded by the Sandusky County Department of Job and Family Services under the State of Ohio's, Title XIX Medicaid NET Program through federal and state reimbursement.

#### XXXIX. DISPUTE RESOLUTION

An interested party may dispute a solicitation or other request by the Agency for offers for a contract; for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; and a termination of such a contract, if the dispute alleges that the termination was based on improprieties in the award of the contract.

Disputes must be in writing and addressed as follows: Director, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio 43420, Attention: Dispute Resolution Request. All disputes will be resolved according to the

dispute resolution process established by the Sandusky County Department of Job and Family Services.

#### XL. ETHICS

Provider agrees that it will not promise or give to any employee of SCDJFS, Sandusky County, and any Board Member of the Sandusky County Board of Commissioners, anything of value that is of such character as to manifest a substantial and improper influence upon the employee or board member with respect to their duties. Provider agrees that it will not solicit any employee of SCDJFS, Sandusky County, and any Board Member of the Sandusky County Board of Commissioners, to violate state ethics laws found at ORC Sections 102.03, 102.04, 2921.42 and 2921.43. Furthermore, Provider certifies that its officers, members, and employees are in compliance with ORC 102.04 and that if Provider is required to file a statement pursuant to ORC 102.04 (D) (2), a copy of such statement has been filed with SCDJFS in addition to any other required filings. Provider shall ensure that each employee or agent of any contract receives a copy of Ohio Ethics Laws and be informed as to obtaining educational information on ethics, which can be found at [www.ethics.ohio.gov/](http://www.ethics.ohio.gov/)

#### XLI. PRO-CHILDREN ACT

Provider shall comply with the Pro-Children Act of 1994; Public Law 103-277, Part C – Environment Tobacco Smoke which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, day care, library services, and education to children under the age of 18.

#### XLII. COMPLIANCES

- 1) Provider shall comply with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations 29 CFR Part 3.
- 2) Provider shall comply with the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor regulations 29 CFR Part 5.
- 3) Provider shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations 29 CFR Part 5.
- 4) Provider shall meet mandatory standards and policies 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).
- 5) Provider is hereby given notice of the written “MEPA/Title VI Standards of

Conduct” as issued in the RFP, Attachment #15 (Addendum attached as EXHIBIT B)

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

Signatures:

**Provider:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

**Sandusky County Department of Job and Family Services**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

**Sandusky County Commissioners**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

[Redacted]

\_\_\_\_\_

Date

**Approved as to form:**

\_\_\_\_\_

[Redacted]

\_\_\_\_\_

Date

Sandusky County Assistant Prosecuting Attorney

Ohio Department of Medicaid  
**MEDICAID COUNTY TRANSPORTATION PROFILE**  
 submitted by the  
 Department of Job and Family Services

Location Select One <input type="checkbox"/>	Effective Date
<input checked="" type="checkbox"/> Revision to item <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input checked="" type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H	
<input type="checkbox"/> New effective date only; no change to any item	

A. Which CDJFS staff members are responsible for administering transportation assistance under the Medicaid program *(in descending order of authority)*  
 [NAME, TITLE, E-MAIL ADDRESS, TELEPHONE NUMBER]  
 Kelly Beeker, PA Administrator, kelly.beeker@jfs.ohio.gov, 419-355-5237  
 Paula Olds, Eligibility Supervisor, Paula.Olds@jfs.ohio.gov, 419-355-5270  
 Bob Anderson, Fiscal Supervisor, Bob.Anderson2@jfs.ohio.gov, 419-552-3150

B. What constitutes the community service area *(the geographical area within which Medicaid-eligible individuals and the general population in the county routinely access healthcare services)*  
 Consumers of NET must be a Sandusky County resident. Consumers may be transported within the community. The community is determined as anywhere in Sandusky County, Ohio.

C. Which entities are responsible for managing the steps in the process by which Medicaid-eligible individuals obtain transportation assistance from the CDJFS

	CDJFS	Broker	Vendor	Other
Intake point of contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eligibility determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Selection of assistance type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scheduling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Consumer calls CDJFS, CDJFS calls vendor to schedule.
Record-keeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. Frequency with which the CDJFS provides various types of transportation assistance

**R** = Regularly or routinely

**S** = Sometimes or only when other types of assistance do not fully meet a Medicaid-eligible individual's needs

**N** = Never, because the service is not available in the community service area

	R	S	N
Contracted livery service (e.g., taxicab, individual driver)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payment for fixed-route or demand-response transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vouchers for fuel at participating service stations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prepayment of fares (e.g., purchase of bus tokens or passes)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prepayment for fuel (e.g., purchase of gasoline debit cards)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Transportation by a CDJFS staff member in a CDJFS vehicle	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment of mileage reimbursement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reimbursement for travel-related expenses that represent a necessary out-of-pocket cost to a Medicaid-eligible individual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Transportation, or payment for transportation, of a parent or legal guardian accompanying a Medicaid-eligible individual who is younger than twenty-one years of age	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Other services approved in advance by ODM	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Notes:

E. What resources are used for trips outside the community service area for which a Medicaid managed care organization is not responsible

At times, medical services are not available within Sandusky County, and consumers must be transported out of the community. The process for determination of out of community travel is the same process listed in this plan.

F. When applicable, who the contract broker and vendors are and (briefly) what each contract covers, when it ends, and how much it is projected to cost  
[BROKER/VENDOR NAME, TERMS, END DATE, COST]

The TRIPS contractor has the following information: GLCAP TRIPS Program, 2317 Countryside Drive, Fremont, Ohio 43420, 419-332-8091. The current contract continues through June 30, 2024. It is a "cost reimbursement" contract not to exceed \$1,068,750.00 over the life of the contract. The contract is monitored by SCDJFS staff. Parameters are established in the contract.

G. Who is responsible for handling complaints about or misconduct by vendors  
Any problem would be jointly addressed by the SCDJFS and the vendor, when appropriate. An investigation would be conducted as to the nature of the complaint and the circumstances which led to the issue. Joint resolution would be obtained and any changes made, if necessary.

H. Who is responsible for handling complaints about or misuse of transportation assistance by Medicaid-eligible individuals

The contractor will notify the agency if a consumer has failed to show for scheduled transportation 3 consecutive times/failed to properly cancel a scheduled time of transportation. The agency will attempt to contact the consumer to determine if there was good cause for the failure. Good cause will include, but not limited to, illness or hospitalization of the individual/family member and cancellation of the appointment by the provider without sufficient time to notify the Contractor. If it is determined the consumer does not have good cause for the failure, the consumer will be prohibited from utilizing transportation for a period of 30 days. The agency will send the consumer a notice of negative action, which will include hearing rights. If it is determined good cause existed, the agency will notify the contractor to continue to schedule transportation. If it is determined the consumer has misused the transportation, such as scheduling rides for reasons other than to obtain Medicaid covered services, the following procedure will apply. When a consumer contacts the agency, the consumer must provide the name of provider, date and time of appointment, and the address. SCDJFS will contact the provider and verify the appointment and that the service to be provided is a Medicaid covered service. Only after this information has been confirmed will SCDJFS notify the contractor that the consumer is eligible for transportation to that appointment only, and the consumer may contact the contractor to arrange the transportation.

Comments (optional)

CDJFS Staff Member's Name

Date



## ATTACHMENT 14

### MEPA/Title VI Standards of Conduct (eff. 2/1/05, revised 4/18/05)

Per 5101:2-33-11 of the Administrative Code, the employees and contractors of the Sandusky County Department of Job and Family Services' Children Services Unit, herein referred to as the agency, shall comply with the MEPA Act of 1994 as amended by Section 1808 of the Small Business Job Protection Act of 1996, 42 U.S.C. 622(b)(9), 671(a)(18), 674(d) and 1996(b) (MEPA) and Title VI of the Civil Rights Act of 1964 42 U.S.C. 2000d. et seq, as they apply to the foster care and adoption process (Title VI).

More specifically, SCDJFS, any employees or contractors of the agency shall not:

1. Deny an person the opportunity to become a foster caregiver or an adoptive parent on the basis of race, color or national origin of that person, or of the child involved.
2. Delay or deny any placement of a child in foster care or for adoption on the basis of race, color or national origin of the foster caregiver(s), of the adoptive parent(s), or of the child involved.
3. Require an ongoing, foster care or adoption worker to justify a proposed placement for the reason that the race, color or national origin of the child is different from that of the family whom the worker is proposing as the child's foster caregiver or adoptive parent.

\*Written standards of conduct shall be provided to each employee or contractor who is engaged in the placement of children into foster care or for adoption, or engaged in the recruitment, assessment, approval, or selection of a foster caregiver(s) or adoptive family within 30 days of the effective date of the rule and within 30 days of any revisions. New employees or contractors shall be provided a copy of the written standards of conduct within 30 days of their hire date or the effective date of their contract.\*

Should an agency employee engage in discriminatory acts, policies, or practices involving race, color or national origin in the foster care or adoption process as determined by the Ohio Department of Job and Family Services upon completion of the investigation conducted pursuant to rule 5101:2-33-03 of the Administrative Code, said employee shall be subject to discipline procedures as outlined in the Sandusky County Personnel Manual. The disciplinary action taken may include suspensions and/or removal from employment dependent upon applicable employment laws and the union contract.

Should a contractor engage in discriminatory acts, policies, or practices involving race, color or national origin in the foster care or adoption process as determined by the Ohio Department of Job and Family Services upon completion of the investigation pursuant to rule 5101:2-33-03 of the Administrative Code, said contractor shall be subject to the penalties and sanctions as determined by the Ohio Department of Job and Family Services pursuant to Chapter 5101:2-5 of the Administrative Code (when applicable) and possible termination of the contract with the agency.

Whenever an investigation conducted by the Ohio Department of Job and Family Services, pursuant to rule 5101:2-33-03 of the Administrative Code, results in a finding that an agency employee or contractor engaged in discriminatory acts, policies, or practices, the agency shall submit a corrective action plan to the Ohio Department of Job and Family Services within thirty (30) days of the notification of the findings of the investigation. This corrective action plan shall address how the agency will prevent future violations by the employee or contractor.

## Attachment 15 Dispute Resolution Process

### **Definitions:**

For this section the following definitions will be utilized:

Interested Party -- an actual or prospective bidder, provider, contractor or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

Intervenor – An awardee if the award has been made or, if no award has been made, all bidders or offerors who appear to have a substantial prospect of receiving an award if the dispute is denied.

Agency – The Sandusky County Department of Job and Family Services.

Days – Calendar days. In computing any period of time, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or holiday, the period extends to the next day that is not a Saturday, Sunday, or holiday. Similarly, when the Agency, where a submission is due, is closed for all or part of the last day, the period extends to the next day on which the agency is open.

Adverse Agency Action – Any action or inaction by the Agency that is prejudicial to the position taken in a Dispute filed with the Director or Designee of the Agency, including a decision on the merits of a Dispute; the opening of bids or receipt of proposals, the award of a contract, or the rejection of a bid or proposal despite a pending Dispute; or Agency acquiescence in continued and substantial contract performance.

Filed – A document is considered filed on a particular day when it is received by the Agency by 4:00 p.m., eastern standard time, on that day. Disputes and other documents may be filed by hand delivery, mail, commercial carrier, or facsimile transmission. Hand delivery and other means of delivery may not be practicable during certain periods due, for example, to security concerns or equipment failures. The filing party bears the risk that the delivery method chosen will not result in timely receipt at the Agency.

### **General Information:**

Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the bid contact person level through open and frank discussions. The Agency should provide for inexpensive, informal, procedurally simple, and expeditious resolution of protests. Where appropriate, the use of alternative dispute resolution techniques, third party neutrals, and another agency's personnel are

acceptable protest resolution methods. The following procedures are established to resolve agency protests effectively, to build confidence in the acquisition system, and to reduce protests outside of the agency:

**Filing Disputes:**

- A. An interested party may dispute a solicitation or other request by the Agency for offers for a contract; for the procurement of property or services; the cancellation of such a solicitation or other request; an award or proposed award of such a contract; and a termination of such a contract, if the dispute alleges that the termination was based on improprieties in the award of the contract.
- B. Disputes must be in writing and addressed as follows: Director, Sandusky County Department of Job and Family Services, 2511 Countryside Drive, Fremont, Ohio 43420, Attention: Dispute Resolution Request.
- C. The filed dispute shall include:
  - 1. The name, street address, electronic mail address, and telephone and facsimile numbers of the interested party,
  - 2. Be signed by the interested party or its representative,
  - 3. Identify the solicitation title and/or contract in dispute,
  - 4. Set forth a detailed statement of the legal and factual grounds of the dispute including copies of relevant documents,
  - 5. Set forth all information establishing the purpose of filing a dispute,
  - 6. Set forth all information establishing the timeliness of the dispute,
  - 7. Specifically request a ruling, and if desired a hearing, by the Director or Designee of the Department of Job and Family Services, and
  - 8. State the form of relief requested,
  - 9. Attach any documents to support the dispute.
- D. All dispute documents, once received by the Agency, are considered public record, unless the information provided is protected by Federal, State or local confidentiality laws and rules. If confidential information is contained in the dispute information, it shall be indicated by cover letter with the filed dispute.
- E. Upon receipt of a properly filed dispute:
  - 1. before a bid award, a contract may not be awarded, pending Agency resolution of the dispute, unless a contract award is justified, in writing, for urgent and compelling reasons or is

determined, in writing, to be in the best interest of the Agency, Federal, State or Local Governments. Such justification or determination shall be approved by the Sandusky County Prosecutor. If the bid award is withheld pending agency resolution of the dispute, the bid contact person will inform the offerors whose offers might become eligible for award of the contract.

2. within 10 days after notice of a contract award, the Agency shall immediately suspend performance, pending resolution of the dispute within the Agency, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Agency, Federal, State or Local Governments. Such justification or determination shall be approved by the Sandusky County Prosecutor.

**Filing Timeframes:**

- A. Disputes based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to the date of the bid opening.
- B. Disputes other than those covered by paragraph (A) of this section shall be filed not later than 10 days after the basis of the dispute is known.
- C. Untimely filed disputes will be denied and not considered.

**Dispute issues not for consideration:**

- A. Contract administration. The administration of an existing contract is within the discretion of the contracting agency. Disputes between a contractor and the agency are resolved pursuant to the clauses of the contract.
- B. Disputes which lack a detailed statement of the legal and factual grounds of dispute, or which fail to clearly state legally sufficient grounds of dispute.
- C. Subcontract disputes. The Agency will not consider a dispute of the award or proposed award of a subcontract.
- D. Suspensions and debarments. Challenges to the Federal or State Government suspension or debarment of contractors will not be reviewed by the Agency.

### **Hearings:**

- A. At the request of an interested party or on its own initiative, the Director or Designee of the Agency may conduct a hearing in connection with a dispute. The request shall set forth the reasons why a hearing is needed to resolve the dispute.
- B. Prior to the hearing, the Director or Designee of the Agency may hold a pre-hearing conference to discuss and resolve matters such as the procedures to be followed, the issues to be considered, and the witnesses, if any, who will testify.
- C. Hearings generally will be conducted as soon as practicable. Although hearings ordinarily will be conducted at the Agency, hearings may, at the discretion of the Director or Designee of the Agency, be conducted at other locations, or by telephone or other electronic means.
- D. All parties participating in the dispute shall be invited to attend the hearing. In order to prevent the improper disclosure of protected information at the hearing, the Director or Designee of the Agency may restrict attendance during all or part of the proceeding.
- E. Hearings shall normally be recorded and/or transcribed. If a recording and/or transcript is made, any party may obtain copies at its own expense.
- F. If a witness whose attendance has been requested by the Director or Designee of the Agency fails to attend the hearing or fails to answer a relevant question, the Director or Designee of the Agency may draw an inference unfavorable to the party for whom the witness would have testified.
- G. If a hearing is held, each party shall file comments with the Director or Designee of the Agency within 5 days after the hearing was held or as specified by the Director or Designee of the Agency. If the interested party has not filed comments by the due date, the Director or Designee of the Agency shall dismiss the dispute.
- H. In post-hearing comments, the parties should reference all testimony and admissions in the hearing record that they consider relevant, providing specific citations to the testimony and admissions referenced.

### **Resolution:**

- A. If the Director or Designee of the Agency determines that a solicitation, cancellation of a solicitation, termination of a contract, proposed award, or

award does not comply with statute or regulation, it shall recommend that the Agency implement any combination of the following remedies:

- (1) Refrain from exercising options under the contract;
  - (2) Terminate the contract;
  - (3) Re-negotiate the contract;
  - (4) Issue a new solicitation;
  - (5) Award a contract consistent with statute and regulation; or
  - (6) Such other recommendation(s) as the Director or Designee of the Agency determines necessary to promote compliance.
- B. In determining the appropriate recommendation(s), the Director or Designee of the Agency shall, except as specified in paragraph (C) of this section, consider all circumstances surrounding the procurement or proposed procurement including the seriousness of the procurement deficiency, the degree of prejudice to other parties or to the integrity of the competitive procurement system, the good faith of the parties, the extent of performance, the cost to the Agency, Federal, State or Local Governments, the urgency of the procurement, and the impact of the recommendation(s) on the Agency's mission.
- C. If the Director or Designee of the Agency determines that performance of the contract notwithstanding a pending protest is in the Agency's or Federal, State or Local Government's best interest, the Director or Designee of the Agency shall make its recommendation(s) under paragraph (A) of this section without regard to any cost or disruption from terminating, re-negotiating, or re-awarding the contract.
- D. The Director or Designee of the Agency shall issue a written decision on a dispute within 65 days after it is filed.

**Judicial Remedy:**

- A. An interested party must immediately advise the Director or Designee of the Agency of any court proceeding which involves the subject matter of a pending protest and must file with the Director or Designee of the Agency copies of all relevant court documents.
- B. The Director or Designee of the Agency will dismiss any case where the matter involved is the subject of litigation before, or has been decided on the merits by, a court of competent jurisdiction.