

## **APPENDIX F SPECIFICATIONS AND CONDITIONS OF PARTICIPATION**

This Invitation to Bid (ITB) seeks to procure transportation services for Clients served by the Franklin County Office on Aging (FCOA), the Franklin County Department of Job and Family Services (FCDJFS) and the Franklin County Veterans Service Commission (FCVSC) (hereafter collectively referred to as "County"). Please note these rules are subject to change to comply with federal, state, and local laws.

**It is requested that Provider submit all required supporting information and documentation with its bid by 2:00 PM on October 30, 2018.** This ITB, including but not limited to Appendix F, outlines the supporting information and documentation that Provider is required to submit, preferably with its bid.

**Provider must submit its completed Appendix E Pricing Response Form with its bid by 2:00 PM on October 30, 2018. The Appendix E Pricing Response Form cannot be submitted after the bid opening date.**

**For any supporting information and documentation that is not submitted with the bid, Provider will be required to submit this missing information and documentation no later than 5:00 PM on November 9, 2018 to the Franklin County Purchasing Department located at 373 S. High St., 25<sup>th</sup> Floor, Columbus, Ohio 43215. If all required information and documentation is not received from Provider by 5:00 PM on November 9, 2018, Provider's bid will be considered non-responsive and will, therefore, be rejected.**

### **DEFINITIONS:**

**Client:** A person who is approved for transportation services by FCDJFS, FCOA or FCVSC.

**Driver:** An employee of a Provider who transports Clients in vehicles.

**Escort:** A Driver who assists a Client under "Escort Transportation Services."

**FCDJFS:** Franklin County Department of Job and Family Services.

**FCOA:** Franklin County Office on Aging.

**FCVSC:** Franklin County Veterans Service Commission.

**Franklin County Senior Options (FCSO):** A levy-funded program through FCOA that provides a range of services, including transportation, to eligible senior citizens in Franklin County.

**Initial Trip:** Transportation service from a specified pickup location (generally a Client's home) to a County-approved destination.

**LEAP, PRS & Title XX:** Federally-funded programs through FCDJFS that provide Learning Earning and Parenting Programs (LEAP) services, Pregnancy-Related Services (PRS), and Title XX services including certain transportation services.

**Lift (ambulette) Services:** Transportation services for non-transferrable wheelchair-bound Clients.

**Non-Lift Services:** Transportation services for Clients not bound by a wheelchair, or Clients who are able to transfer from wheelchair to vehicle.

**Provider:** Company contracted by the County to provide transportation services.

**Return Trip:** Transportation service from a County-approved destination to a specified drop off location (generally a Client's home).

**Service Ticket:** Document that provides information about the service provided. See service specifications for more details.

**Unit of Service:** A quantitative measurement of service, which includes the following:

1. A unit of Medical, Expanded, Non-Emergency, PRS, LEAP & Title XX Transportation is one (1) mile;
2. A unit of Escort Transportation is one (1) hour.

**Veterans:** Clients who served in the United States Armed Forces and qualify as a veteran under Ohio Revised Code Chapter 5901.

## SPECIFICATIONS

### **SPECIFICATION 1: DESCRIPTION OF SERVICES**

#### **The Franklin County Office on Aging**

FCOA operates a program called Franklin County Senior Options (FCSO) for senior citizens of Franklin County who meet income and eligibility guidelines. The FCSO program provides Medical, Expanded and Escort transportation services (lift and non-lift).

Medical Transportation: This service (lift and non-lift) includes transportation for medical appointments and transportation to medical facilities and pharmacies. A Client may bring along a companion (e.g., a family member, friend or aide), for the purpose of assisting the Client, without extra charge. Providers are not required to transport more than one companion per Client.

Expanded Transportation: This service (lift and non-lift) enables Clients to travel to various locations within Franklin County to assist in meeting their social and personal needs. The following destinations are examples of locations: supermarket, post office, beauty parlor, bank, cemetery, etc. A Client may bring along a companion (e.g., a family member, friend or aide), for the purpose of assisting the Client, without extra charge. Providers are not required to transport more than one companion per Client. Expanded transportation is limited to seventy-five (75) Units of Service (miles) per month per Client. If a Client exceeds seventy-five (75) Units of Service (miles) of Expanded Transportation without prior authorization from FCOA, FCOA will only pay for mileage overages up to fifty (50) miles.

Escort Transportation: This service (lift and non-lift) is for Clients who have no available companion to assist them during a trip. The Provider shall provide a Driver or transportation aide to step in as an Escort for the Client. This service is designed to enable a Client to travel to necessary locations such as a supermarket, medical appointment, post office, bank, etc. with assistance from the Escort. The Escort is to remain with the Client for the entire duration of the appointment, errand, etc. to provide assistance as requested by the Client. FCOA Clients utilizing Escort Transportation are limited to a maximum of six (6) Units of Service (hours) per month per Client.

## **The Franklin County Department of Job and Family Services**

FCDJFS seeks transportation services (lift and non-lift) for two programs: Learning, Earning and Parenting Programs (LEAP), Pregnancy-Related Services (PRS) & Title XX, and Non-Emergency Medical Transportation services.

LEAP, PRS & Title XX: FCDJFS provides transportation (non-lift only) services for Clients eligible to participate in the LEAP, PRS or Title XX programs. The specific objective will be to transport eligible individuals, as determined by FCDJFS, to and/or from their place of residence, or other site, and one of the following as approved by FCDJFS: (1) a licensed child care provider; (2) a school; or (3) a Medicaid provider for the purpose of receiving medical care. Transportation services are limited to locations within Franklin County, Ohio. A Client may bring along a companion (e.g., a family member, friend or aide), for the purpose of assisting the Client, without extra charge. Providers are not required to transport more than one companion per Client.

Non-Emergency Medical Transportation: FCDJFS provides transportation services (lift and non-lift) for Clients who are eligible to receive non-emergency transportation services under the Medicaid program. The specific objective will be to transport eligible individuals, as determined by FCDJFS, to and/or from their place of residence, or other site as approved by FCDJFS, to a Medicaid provider for the purpose of receiving medical care. Transportation services are limited to locations within Franklin County, Ohio. A Client may bring along a companion (e.g., a family member, friend or aide), for the purpose of assisting the Client, without extra charge. Providers are not required to transport more than one companion per Client.

FCDJFS does not utilize Escort Transportation services.

## **The Franklin County Veterans Service Commission**

FCVSC seeks Medical Transportation (lift and non-lift) services and Escort Transportation (lift and non-lift) services for Veterans serviced by FCVSC in Franklin County, Ohio.

Medical Transportation: This service (lift and non-lift) will be to transport eligible individuals within Franklin County, as determined by FCVSC, to and/or from their place of residence, or other site as approved by FCVSC, to a provider of medical services for the purpose of receiving medical care. Transportation services are limited to within Franklin County, Ohio. A Client may bring along a companion (e.g., a family member, friend or aide), for the purpose of assisting the Client, without extra charge. Providers are not required to transport more than one companion per Client. FCVSC medical transportation does not include trips to pharmacies.

Escort Transportation: This service (lift and non-lift) is for Veterans who have no available companion to assist them during a trip. The Provider shall provide a Driver or transportation aide to step in as an Escort for the Client. This service is designed to enable a Client to travel to medically necessary locations at a medical facility with assistance from the Escort. The Escort is to remain with the Client for the entire duration of the appointment, errand, etc. to provide assistance as requested by the Client. Use of Escort Transportation by FCVSC Clients is on a limited basis and requires the Client to seek and acquire prior authorization from FCVSC.

## **SPECIFICATION 2: SERVICE REQUIREMENTS**

Provider agrees to the following service requirements:

- A. Transportation services shall be available to Clients during the following hours:
  1. FCOA Clients require transportation services a minimum of **Monday through Friday, 6:00 a.m. to 6:00 p.m.**
  2. FCDJFS Clients require transportation services **twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.**
  3. FCVSC Clients require transportation services **twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year.**
- B. Transportation services shall be available to Clients during all County-observed holidays, which are identified in "Franklin County Observed Holidays" (Appendix P).

County operations may be modified on County-observed holidays, including but not limited to, hours of operation, limited staffing, etc. Notwithstanding the foregoing condition, Provider shall provide full services as described herein during all County-observed holidays.
- C. For the Initial Trip, the Driver shall not pick up the Client more than one (1) hour prior to the scheduled appointment time.
- D. For Initial Trips, Provider is required to call the Client on the telephone if Client does not answer the door before abandoning the attempt to pick up the Client. Provider is not required to make more than one (1) attempt to pick up a Client for an Initial Trip.
- E. A Driver shall provide personal assistance as necessary and per Client request. Personal assistance is limited to assistance in moving Client to or from the door of an approved location, assistance in entering or exiting a vehicle, and/or assistance with the Client's medical equipment, if applicable. Some Clients may not possess the ability to see or hear a vehicle when it arrives to pick them up and others may have physical limitations that prohibit them from waiting outside or in a lobby area. Therefore, for such Clients, a Driver should disembark the vehicle and knock on the door of the Client's residence or other approved location to safely assist the Client to the vehicle. At the approved destination site, a Driver may be required to enter the location to safely assist the Client to the vehicle.

- F. A Driver is not required to wait on a Client once the Client has been transported to a destination. If a Driver chooses to wait on a Client, there shall be no charge to the County for such wait.
- G. For Return Trips, there shall not be a waiting period of more than one (1) hour between the time the Client contacts the Provider and makes arrangements to be picked up and the time the Driver arrives at the pickup location. If a Client is transported to a destination and Client calls for a Return Trip, the Driver is responsible for making as many attempts as necessary to return Client to their home.
- H. If Provider so chooses, Clients may be transported in multiple-loading arrangements, but those arrangements must be in accordance with all other specifications of this contract.
- I. Provider must recognize that some Clients have exceptional situations, and must be transported according to their special needs as specified by the County and in accordance with all other specifications of the contract. A multiple-loading arrangement may or may not be appropriate to service these needs. Possible situations include, but are not limited to the following:
  - 1. Clients who have medical conditions that require transport of equipment;
  - 2. Clients who are receiving chemotherapy, dialysis, or other treatments or therapies that may cause illness during transit; or
  - 3. Clients whose medical conditions may be contagious.
- J. Provider must ensure that a Client does not ride in any transportation vehicle for more than one (1) hour of travel to or from an approved destination site unless the County has predetermined that travel time will be in excess of one (1) hour.
- K. If a companion accompanies a Client on a trip, the purpose of such trip must be for said Client and not for said Client's companion.
- L. A Driver may request that a Client show identification to verify Client's identity. The Provider shall contact the appropriate County agency contact if fraudulent use of County-funded transportation services is suspected.
- M. Provider must transport Clients to all postal zip codes within Franklin County.
- N. Provider shall complete all Initial Trips and Return Trips that are assigned to, and accepted by, Provider.
- O. There shall be no smoking in the transportation vehicle while a Client is present. In the event a Client requests a smoke-free vehicle, Provider shall comply with this request.
- P. Provider shall ensure that all Drivers meet the following criteria:
  - 1. A Driver shall possess the ability to understand written and oral instructions;
  - 2. A Driver shall possess the ability to conduct and document the daily vehicle inspection;
  - 3. A Driver shall wear clean and appropriate attire, and have identification which is clearly labeled with the Provider's company name;

4. A Driver shall perform his/her duties in a professional manner, and will be courteous to all Clients at all times;
5. A Driver shall possess the ability to respond appropriately in the event of an emergency. Such responses include but are not limited to obtaining emergency medical assistance for a Client and ensuring a disabled vehicle is safely moved off to the side of the road with emergency flashers enabled;
6. A Driver shall observe and comply with all state and local laws regarding the use of cellular phones while the Client is being transported in the vehicle. Drivers shall limit the use of cellular phones while a Client is being transported in the vehicle in order to ensure Client safety. Drivers are strictly prohibited from “texting” (e.g., sending or reading a text message) while the vehicle is in transit; and
7. Provider and Driver shall comply with the Americans with Disabilities Act (ADA) regulations including but not limited to:
  - a. A Driver must allow all service animals in the vehicle;
  - b. A Driver may not ask for proof of service animal certification or a Client’s disability;
  - c. A Driver may not require a Client traveling with a service animal to sit in a particular seat on the vehicle; and
  - d. A Driver may not charge a cleaning fee for Clients who bring service animals into the vehicle.

### **SPECIFICATION 3: VEHICLE REQUIREMENTS**

Provider agrees to the following vehicle requirements:

- A. Provider shall maintain a sufficient number of vehicles to ensure efficient service delivery to Clients.
- B. The County reserves the right to review and/or audit inspection forms and reports as requested by the County.
- C. All transportation vehicles must be maintained in a state of repair and condition that will allow for the safe transportation of Clients. Clients who are receiving chemotherapy, dialysis, or other treatments or therapies may become ill during transit. Other Clients may have contagious medical conditions. To the extent that a transportation vehicle requires cleaning or other repair(s) as a result of transportation of a Client or service animal, Provider shall be responsible for all costs and activities related to such cleaning or other repair(s) so as to allow for the safe transportation of other Clients.
- D. All vehicles licensed and registered as a lift (ambulette) vehicle must meet all vehicle criteria established through the Ohio Revised Code Section 4766.15 and administered by the Ohio State Board of Emergency Medical, Fire and Transportation Services.
- E. Provider shall maintain a copy of the current vehicle registration, insurance, and license (when applicable) in each vehicle.

- F. Provider shall ensure that heat and air conditioning are operable in all vehicles and shall be turned on when needed without the Client having to request it. Adjustments to the comfort level of the Client should be made on request.
- G. Provider shall ensure that all vehicles used to transport a Client meet the following requirements:
1. Vehicle is clearly identified with the Provider's Company Name on both sides of the vehicle;
  2. Vehicle is maintained in a state of good repair that will allow for safe transport;
  3. Vehicle is equipped with two-way radios or cellular phones;
  4. Vehicle is equipped with a tire jack, spare tire, step stool, functional seat belts;
  5. Vehicle is equipped with a first aid kit and safety supplies (e.g., fire extinguisher, bio-hazard kit, flares or reflector triangles); and
  6. Vehicle is equipped with a seatbelt cutter.
- H. Annual Vehicle Inspection: Provider shall have all vehicles inspected annually (every 12 months). Provider shall obtain and maintain documentation of such annual inspection for each vehicle performed by a certified mechanic or state highway patrol safety inspection unit. For lift (ambulette) vehicles, annual inspections shall be performed by the Ohio State Board of Emergency Medical, Fire and Transportation Services.

The annual inspection shall thoroughly inspect all aspects of the vehicle, including but not limited to the following:

1. Interior and seating;
2. Exterior/Body of vehicle, windows, windshields, wipers and mirrors;
3. Brake systems, tires, steering, and shocks;
4. Exhaust system;
5. Gas tank and fuel system;
6. Lights – headlights, brake lights, interior lights, etc.;
7. Battery and electrical system; and
8. Heater, air conditioner, defroster.

**Provider shall submit a copy of the form it proposes to utilize for Annual Vehicle Inspections.**

- I. Daily Vehicle Safety Inspection: Provider shall have all vehicles inspected daily. Provider shall obtain and maintain documentation of such daily vehicle safety inspection for each vehicle.

The daily inspection shall be completed to inspect all of the following items for safety and functionality:

1. Interior – seats and floors are clean (i.e., free of tears or rips in upholstery), seatbelts are accessible, vehicle contains two-way communication device;
2. Exterior – clean, windows and mirrors are clean and free from cracks, all doors are operable, no visible fluid leaks and vehicle is free of large dents;
3. Fluids – ensure all fluids (e.g., brake, transmission, gasoline, etc.) are filled to appropriate levels;

4. Tires – inflated properly, free from any visible sidewall or tread damage or excessive wear, spare tire contained in vehicle (when appropriate);
5. Electrical/Mechanical – brakes, wipers, horn, lights, heat/AC/defrost are functioning properly and battery, alternator, gauges, belts and hoses are functioning properly; and
6. Fire extinguisher, bio-hazard kit, flares or reflector triangles, tire jack, seatbelt cutter and first aid kit are available.

**Provider shall submit a copy of the form it proposes to utilize for Daily Vehicle Inspections.**

- J. Additional Daily Lift (ambulette) Vehicle Inspection: Provider shall complete and document a daily inspection of all wheelchair lifts, and shall run each lift through one complete cycle prior to transporting a Client.

The daily lift (ambulette) vehicle inspection shall ensure the following:

1. There is no physical damage to the lift, and the lift is free from any dirt, gravel, or other foreign material;
2. The lift is functioning properly and smoothly – all moving parts are appropriately lubricated, there are no loose bolts or fasteners, and there are no leaks or binding hardware, frayed cables, etc.;
3. The lift is properly secured when in storage position, free from any hazardous protrusions or exposed edges that have not been properly padded; and
4. Wheelchair restraints, ties, and wheelchair lift are totally functional.

**Provider shall submit a copy of the form it proposes to utilize for Daily Wheelchair Lift Inspections.**

- K. Commitment To Promoting Fuel Efficiency And Reducing Air Pollution: In an effort to support the Franklin County Board of Commissioners' "Green" philosophy and initiatives, **Provider shall sign and submit a copy of Franklin County's "Commitment to Promoting Fuel Efficiency and Reducing Air Pollution" Form (Appendix H).**

## CONDITIONS OF PARTICIPATION

### **CONDITION 1: AGENCY STRUCTURE**

Provider must be a formally organized business or service agency registered and in good standing with the Ohio Secretary of State (or other state, if applicable) at the time of bid opening. At the time of the bid submission, Provider must be currently operating and providing paid transportation services to individuals in the central Ohio community.

**Requirements:**

- A. **Provider shall submit a completed “Business Information Form” (Appendix J),** which shall provide all information and documentation requested therein, including, but not limited to, the following:
1. Provider shall have a minimum three (3)-year business history. **Provider shall submit documentation** to evidence this business history which may include business records, Articles of Incorporation or Organization as filed with the Ohio Secretary of State (if Provider is registered with the Ohio Secretary of State), Federal Tax ID form, evidence of paid service provision for consumers such as independent audits, financial statements, or other documentation. The three (3) year period is calculated from this bid opening date of October 30, 2018;
  2. **Provider shall submit a current Certificate of Good Standing from the Ohio Secretary of State (or other state, if applicable);**
  3. Provider shall demonstrate that it has had Commercial General Liability coverage for the past three (3) years of service without a lapse in coverage. **Provider shall submit documentation** to evidence this insurance coverage which may include a letter or copy of insurance certificates; and
  4. **Provider shall submit a list of all parties having ownership/interest in or control of the Provider’s business.**
- B. **Provider shall submit a completed “Provider Information Form” (Appendix I)**
- C. **Provider shall submit a current Bureau of Worker’s Compensation certificate.**
- D. Provider shall have a written Table of Organization for its business. **Provider shall submit a copy of the Table of Organization.**
- E. Provider shall operate its business in compliance with applicable federal, state and local laws, including but not limited to employment postings (e.g., EEO, Workers Compensation, etc.), anti-discrimination laws, federal wage and hour laws, and the Americans with Disabilities Act in the recruitment and employment of individuals and in service delivery to consumers.
- F. Provider shall comply with all federal and state privacy laws, including but not limited to the Health Insurance Portability and Accountability Act regulations (HIPAA). Provider shall execute and comply with all terms and conditions of the County’s “Business Associate Agreement.” **Provider shall submit a completed and signed copy of the “Business Associate Agreement” (Appendix G).**
- G. Provider shall comply with all applicable federal and state laws regarding a drug-free workplace. Provider further agrees that it will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract shall not use illegal drugs or alcohol or abuse prescription drugs in any way.
- H. Provider will cooperate with Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in assuring that their employees meet child support obligations established under state law. Provider further agrees that it will include a

similar provision in any subcontract, agreement or grant issued by the Provider for the performance of duties related to such subcontract, agreement, or grant.

- I. Provider shall comply with child restraint requirements. Although Ohio Revised Code 4511.81 exempts taxicabs from the child restraint requirements of that Code section, for the purposes of this contract, any motor vehicle, including a taxicab, that is used in the service of this contract will have any child who is less than four years old or who weighs less than forty pounds properly secured in accordance with the manufacturer's instructions in a child restraint system that meets federal vehicle safety standards. Such children will not be placed in the front seat of the motor vehicle and children less than one year of age or weighing less than twenty pounds will be restrained only in rear-facing position. It is the obligation of the Client or authorized adult to provide and install the child restraint system, but it is the responsibility of the Provider not to transport children unless the above requirements have been met.

## **CONDITION 2: PHYSICAL FACILITY AND COMPUTER REQUIREMENTS**

### **Physical Facility Requirements:**

- A. Provider shall have a physical facility within the central Ohio area, at time of bid opening, from which it intends to conduct business during the duration of this contract. Provider will allow County representatives to access its facility and agrees to give full access to its policies, procedures, records, audits and other documents related to the provision of services to the County.
- B. Provider shall utilize a secure, locked storage space for all Client records.
- C. Provider shall have a fully functioning telephone and fax machine at its physical facility. Provider must maintain and operate at least one telephone line for the purpose of receiving transportation requests during the Provider's hours of operation. In addition, Provider shall supply the County with an alternate telephone number to be used for administrative purposes and in the event the Provider cannot be reached at the primary telephone number.

### **Computer Requirements:**

#### **Computer Requirements for ALL Agencies (FCOA, FCDJFS and FCVSC):**

Provider shall have a computer with access to Microsoft Excel and email.

#### **Additional Computer Requirements for FCOA:**

- A. The Q System is used by FCOA to communicate service needs to Providers. The Q System is used to respond to request for services (RFS), notification of Client services billing for services, and communication via email. **Therefore, it is vital that the Q System be checked for these items a minimum of two times a day (at least once in the AM and once in the PM).** Provider will be trained on the Q System after contract award.

- B. To access the “Q System” and receive technical support from FCOA, Provider must have computer equipment that meets or exceeds the following requirements:
1. IBM compatible PC with PC mouse;
  2. Windows desktop operating system that is supported by Microsoft;
  3. Antivirus software with up-to-date signatures; and
  4. Internet access (Broadband is recommended).
- C. Every user of the Q System is required to have a personal account and password. The sharing of user accounts and passwords is prohibited. All users will be required to sign a network security agreement to indicate understanding and acceptance of the security policy. Violations of this agreement may result in penalties, including but not limited to, the suspension of Provider’s participation in the FCOA’s Franklin County Senior Options (FCSO) program, a \$250 fine and prosecution.
- D. To protect your account credentials, and by extension, FCOA Client data, an active antivirus system with up-to-date signatures is required. Furthermore, all Windows security patches must be kept current via Microsoft Windows Update (<http://windowsupdate.microsoft.com>).
- E. FCOA will provide phone support to assist the provider agency with any technical issues related to the Q System at no charge to the Provider.
- F. To ensure proper utilization of the Q System, Provider must have at least one (1) staff member who has attended Q System training at FCOA. Q System users who do not attend training at FCOA may be trained by a Provider staff member who has been trained at FCOA until they can complete FCOA Q System training.
- G. Provider shall notify FCOA if they are unable to access the Q System for any reason. By doing this, FCOA will be able to identify and respond to these problems in the most efficient and effective manner possible.
- H. Computer requirements may be updated if deemed necessary by FCOA. Provider is required to comply with computer-related policies and procedures as directed in other sections of the Specifications and Conditions of Participation or as defined by FCOA.

### **CONDITION 3: ADMINISTRATIVE POLICIES**

Provider shall have written procedures supporting the operation of the business and its services.

#### **Requirements:**

- A. Provider has a system to document services delivered and billed that complies with the requirements of each County agency as outlined in this ITB.
- B. **Provider shall submit a completed “Vehicle Information Form” (Appendix L)** which lists of all vehicles that will be used to transport Clients. This list shall include make and model information, vehicle identification numbers (VIN), model year, and designation as

a lift or non-lift vehicle. Provider shall submit updated vehicle lists to the County upon any changes in vehicles that are used to transport Clients.

- C. Provider shall have in its files a written procedure which identifies the steps a Client shall take to file a liability claim.
- D. Provider shall have in its files a written procedure for reporting and documenting all Client incidents.
- E. Provider shall notify the assigning County agency immediately, but no later than 24 hours, after any adverse incidents or traffic accidents involving a Client and document the notification on an adverse incident report. This adverse incident report shall be forwarded to the assigning County agency. Provider shall utilize the County's "Incident/Accident Report Form" (Appendix N).
- F. Provider shall maintain either a hard copy or electronic file for each Client. If an electronic file is kept, Provider shall maintain a minimal hard copy file that contains identifying and contact information for each Client to use during power outages or computer failure. Each file shall include the following information:
  - 1. Client name, address, and telephone number;
  - 2. Client date of birth and gender, if applicable (FCOA Clients);
  - 3. Contact person's name and telephone number;
  - 4. County case manager or agency contact name and telephone number;
  - 5. Functional limitations of Client, if any; and
  - 6. Signed and dated documentation of each contact Provider has with the Client, or with County staff or other authorized persons regarding the Client.
- G. Provider agrees that the use or disclosure by any party of any information concerning Clients for any purpose not directly related with the administration of the County's or the Provider's responsibility with respect to purchased services is prohibited except upon the written consent of the Client or their responsible parent or guardian. Provider shall contact the assigning County agency for such approval. Client information received or submitted via computer or paper shall be considered confidential and Provider shall have a written policy regarding confidentiality.
- H. Provider shall maintain and preserve all records related to this contract, including any other documentation used in the administration of the services and shall retain all records supporting service delivery to Clients for a period of six (6) years or until a fiscal audit is completed, whichever is later.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the six (6)-year period, then such records must be retained until completion of the litigation, claims, audits, negotiations or other actions and resolution of all issues, or the expiration of the six (6)-year period, whichever occurs later.

- I. The Provider shall have in its files a written grievance procedure for the purpose of resolving Client complaints. The Provider shall inform all Clients of their right to file a grievance, and shall give Clients the name and telephone number of the Provider's

contact person responsible for addressing grievances. Provider shall notify assigning County agency of any and all Client complaints.

- J. Provider shall comply with the use of County logos:
1. For Clients served by FCOA, Provider shall use the Franklin County Office on Aging Senior Options (FCSO) logo on all FCOA Client correspondence and publications related to the FCOA program. Electronic logos are available by contacting FCOA after contract award.
  2. For Clients served by FCDJFS, Provider shall use the FCDJFS logo on all FCDJFS Client correspondence and publications related to the FCDJFS programs. Electronic logos are available by contacting FCDJFS after contract award.
- K. Provider shall notify the Franklin County Purchasing Department, in writing, a minimum of sixty (60) days in advance of any intent to change its business name, structure, ownership, or Federal Tax ID number. *Failure to provide advance notice of these changes may result in the termination of this contract.*
- L. Provider shall notify the Franklin County Purchasing Department, in writing, a minimum of sixty (60) days in advance of any merger or sale of its business. In the event Provider merges with or is purchased by another Provider, all rates will remain in effect for the life of this contract. In the event Provider merges with or is purchased by a corporate entity that is not a Provider, regulations governing the County's competitive bidding process will determine whether or not Clients shall be transferred. *Failure to provide advance notice of these changes may result in the termination of this contract.*
- M. Provider shall not engage in behavior that constitutes a conflict of interest or takes advantage of or manipulates Clients' services resulting in an unintended advantage for personal gain or has detrimental results for the Client, the Client's family or caregivers or another provider.

#### **CONDITION 4: PERSONNEL POLICIES**

##### **Driver Requirements:**

A. Non-Lift Transportation Driver requirements:

All non-lift transportation Drivers (including volunteers or contract workers) for this contract shall be licensed as a taxi cab driver or a livery chauffeur driver by the City of Columbus License Section and meet all applicable standards outlined in the Columbus, Ohio Code of Ordinances, Chapter 587, and administered by the City of Columbus, Licensing Section, 750 Piedmont Road, South Entrance, Columbus, OH 43224. Phone: (614) 645-8366; Fax: 614-645-8912. **All non-lift Drivers shall be licensed *prior* to transporting Clients and shall renew their license annually.** Please note the County reserves the right to modify and review the contract should the City make changes to their licensing requirements.

**B. Lift (ambulette) Transportation Driver requirements:**

All lift (ambulette) Drivers (including volunteers or contract workers) for this contract shall be certified and meet all applicable standards as outlined in the Ohio Revised Code Chapter 4766.15 "Requirements for Ambulette drivers" and administered by the Ohio State Board of Emergency Medical, Fire and Transportation Services, 1970 West Broad Street, Columbus, OH 43223. Phone: (614) 466-9451; Toll Free: (800) 233-0785; Fax: (614) 466-9461; Email: [MedicalTransportation@dps.state.oh.us](mailto:MedicalTransportation@dps.state.oh.us). Please note the County reserves the right to modify and review the contract should the EMS Board make changes to their licensing requirements.

**Provider shall submit a copy of the EMS Certification Letter issued to its Company (if certified by the State Board of Emergency Medical, Fire and Safety (EMS)).**

**Provider Requirements:**

- A. Provider shall conduct an annual criminal background check through the Bureau of Criminal Investigation and Identification (BCII) for all lift (ambulette) Drivers certified by the Ohio State Board of Emergency Medical, Fire and Transportation Services if the Driver is not also licensed as a taxi cab driver or livery chauffeur driver by the City of Columbus. Provider must have these records on file, if applicable.
- B. Provider shall maintain a personnel file on every individual (including employees, volunteers and contract workers), who provides transportation services for Clients. A personnel file shall include, but not be limited to, the following items:
  - 1. A copy of the individual's valid driver's license;
  - 2. A current copy of the individual's City of Columbus taxi driver license or livery chauffeur license if applicable; and
  - 3. A copy of the "Transportation Provider Staff Code of Ethics" (Appendix M) signed and dated by the individual. No Driver shall transport Clients until this document has been reviewed and signed by said Driver.
- C. **Provider shall submit the completed "Driver Information Form" (Appendix K).**
- D. Provider shall assure that a Driver is not related to a Client for whom they are assigned to provide transportation.
- E. Provider shall have in its files a written procedure defining the process by which an employee or staff member can register a complaint or grievance.

## **CONDITION 5: SERVICE DELIVERY FOR COUNTY AGENCIES**

### **Service Delivery Requirements for ALL Agencies (FCOA, FCDJFS and FCVSC):**

A. Timeliness standards are as follows:

1. Acceptable:  
Dropping off the Client ten (10) minutes or more prior to the Client's appointment time is acceptable. If the facilities have not yet opened, the Driver will remain with the Client until the facility opens.
2. Poor:  
Dropping off the Client less than 10 minutes prior to the Client's appointment time.
3. Unacceptable:
  - a) Failing to pick-up a Client on-time for a scheduled appointment;
  - b) Dropping off the Client at the destination past the scheduled appointment time;
  - c) Keeping Client in the vehicle more than one (1) hour while traveling to or from their destination site unless previously arranged;
  - d) Failing to pick up the Client for a return trip within one (1) hour from the time of the initial call for return trip; or
  - e) **Leaving a Client with no way home is unacceptable and is considered Client abandonment.**

B. The County will recognize exceptions for inclement weather or circumstances beyond the Provider's control.

C. Provider shall notify the appropriate County agency within one (1) working day via phone, fax, or email of the following information in the event services cannot be delivered as authorized:

1. Client name;
2. The reason service cannot be delivered; and
3. If subsequent service orders will be affected.

D. Provider shall cooperate with the appropriate County agency in the prompt resolution of Client or Provider staff incidents, grievances or complaints to promote high quality service delivery.

E. Provider shall immediately (within 1 working day) notify the appropriate County agency by telephone, email or fax of any of the following:

1. Changes in Client status (e.g., health, mental health, or death);
2. Changes in Client address or living arrangement; or
3. Client admission to an institution (e.g., nursing home, hospital, rehab facility, institutional settings, long term care, etc.).

- F. Provider shall obtain documentation via a Service Ticket, signed and dated by the Client, for each instance of service delivery. Provider shall make this documentation available to County personnel.

A copy of the service ticket shall be provided to the Client at the time of service delivery if requested by Client. The service ticket shall include the following information:

1. Client's name;
2. The date of service delivery;
3. Pick up address including zip code;
4. Drop off address including zip code;
5. Driver's name;
6. Type of Transportation (e.g., Medical, Expanded, Escort, LEAP, PRS & Title XX, Non-Emergency Medical, etc. as appropriate for each County agency); and
7. FCVSC Control Number (for FCVSC Clients only).

**Provider shall submit a copy of its Service Ticket.**

- G. Provider shall have in its files a written procedure for verifying service delivery when a Client signature cannot be obtained.
- H. Provider shall have in its files, and comply with, a policy to ensure Clients receive a report of services delivered if the Provider elects to use an electronic verification system.
- I. Provider is responsible for furnishing a substitute to deliver services in the event of a staff member's absence.
- J. Client complaints, including failure to meet timeliness standards during a trip, which are substantiated by the County through the problem resolution process, may result in non-payment for that trip. All complaints will be investigated and a decision to not render payment for a trip or to impose a penalty will be determined by the County based upon the investigation. The County will make the decision to not render payment and/or impose a penalty and there is no appeal process. If the Provider disagrees with the investigator's finding and/or recommended action, the Provider may ask for review of the finding and/or recommended action by the County agency's Assistant Director or Administrative Officer, as applicable. The finding by the County agency's Assistant Director or Administrative Officer is final.
- K. Initial Trip: An unjustified and substantiated failure to pick-up a Client on-time for a scheduled appointment may result in a penalty of \$50.00. Many Clients use transportation for medical procedures, therapies, dialysis and surgeries that are medically necessary.
- L. Return Trip: An unjustified and substantiated failure of a Provider to complete a return trip may result in a penalty of \$250.00 and may result in termination of the Provider's contract due to Client abandonment.

### **Additional Service Delivery Requirements for FCOA:**

The following are additional service delivery requirements specific to FCOA. Provider shall comply with the following requirements, in addition to all other specifications, terms and conditions, when serving FCOA Clients.

- A. Provider shall check the Q System for FCOA Requests for Service (RFS) and email each working day, and shall acknowledge, accept, or decline RFS's within three (3) working days. Training on the Q System will be provided to all Providers after contract award.
- B. Provider shall only initiate services authorized by FCOA.
- C. Utilizing the Q System, Provider shall check authorized Units of Service bi-monthly. If a Client is over the authorized Units of Service, the Provider shall telephone or email the FCOA case manager immediately. The Provider may transport **Medical Transportation** Clients prior to authorization of additional Units of Service if the FCOA case manager has been notified that the Client is over the authorized units.
- D. FCOA Clients authorized to receive **Expanded Transportation** are limited to a maximum of seventy-five (75) Units of Service (miles) per month per Client. Provider shall check authorized Units of Service bi-monthly. If the Client exceeded the authorized units, the Provider shall telephone or email the FCOA case manager immediately. In the event an FCOA Client requests a trip and has used their allotted Units of Service for that month, the Provider shall direct the Client to phone the FCOA case manager for authorization of additional Units of Service.
- E. FCOA Clients authorized to receive **Escort Transportation** are limited to a maximum of six (6) Units of Service (hours) per month per Client. Provider shall check authorized Units of Service bi-monthly. If a Client exceeded the authorized units, the Provider shall telephone or email the FCOA case manager immediately. In the event an FCOA Client requests a trip and has used their allotted Units of Service (hours) for that month, the Provider shall direct the Client to phone the FCOA case manager for authorization of additional Units of Service (hours).

To be eligible for Escort transportation, a Client must have a physical or mental impairment requiring assistance, have little or no support systems to provide this assistance, and be unable to utilize public transportation independently. The Escort will remain with the Client to provide assistance as requested by the Client. The Client must go with the Escort to the destination in the Escort's vehicle or designated agency vehicle. Escorts are not permitted to use a Client's vehicle.

Provider may bill for one Unit of Service (one hour) for Escort Transportation if the Escort arrives to pick the Client up for a scheduled trip and the Client is not at home.

Provider Requirements regarding Escort Transportation:

1. Provider must receive prior authorization from the FCOA case manager before providing Escort transportation services; and
2. Provider must make a reasonable effort to provide transportation to the closest location possible. Locations will be limited to those that can accommodate a Client's daily living needs (e.g., social service agency, supermarket, pharmacy, bank, post office, doctor's office, etc.). Exceptions may be determined by the FCOA case manager.

Escort Requirements:

1. Escort must meet all Driver requirements;
  2. Escort must be able to communicate with the Client, Client's family members, and emergency service systems personnel; and
  3. Escort shall stay with the Client and provide the following assistance:
    - a) Help Client find an office inside a building;
    - b) Assist Client with paperwork during check-in and check-out;
    - c) Carry groceries and packages for Client;
    - d) Assist Client with getting in and out of the vehicle and in and out of the building;
    - e) Ensure Client arrives home safely; and
    - f) Provide other assistance as requested by Client or FCOA Case Manager.
- F. FCOA will not pay for Client transportation while Client is admitted to an institutional setting.
- G. Provider must service all of the postal zip codes in Franklin County, Ohio. Generally, transportation to destinations located outside of Franklin County zip codes is prohibited. However, to accommodate the medical needs of FCOA Clients, exceptions to this policy can be made to allow for medical transportation, but only to medical facilities located within a close proximity to the Franklin County line for medical purposes only and with prior written authorization from FCOA. Units of Service for out-of-county destinations will be based on actual miles traveled.

**Additional Service Delivery Requirements for FCDJFS:**

The following are additional service delivery requirements specific to FCDJFS. Provider shall comply with the following requirements, in addition to all other specifications, terms and conditions, when serving FCDJFS Clients.

- A. FCDJFS staff will determine eligibility of Clients and notify the Provider of eligibility and authorization for transportation service.

- B. Providers will be contacted directly by FCDJFS for transportation requests and the Provider shall only provide services authorized by FCDJFS.
- C. FCDJFS will give at least 24 hours' notice of transportation requests to the extent possible. Provider understands there may be immediate or same-day requests, which must be serviced promptly and routinely as needed. FCDJFS maintains and will make available to the Provider a list of Clients who, because of certain health conditions, are placed on a "will-call" list. These individuals will be given the Provider's specified telephone number and will be instructed to call this number directly in the event that an urgent medical need occurs during those hours when FCDJFS is closed. Clients on the "will-call" list include individuals who are subject to emphysema or asthmatic attacks, etc.
- D. FCDJFS will not pay for Client transportation while Client is admitted to an institutional setting.
- E. Provider must service all of the postal zip codes in Franklin County, Ohio. Transportation to destinations located outside of Franklin County zip codes is prohibited. Any out-of-county travel will be subject to separate negotiation and not based on the rates set forth in this bid.

#### **Additional Service Delivery Requirements for FCVSC:**

The following are additional service delivery requirements specific to FCVSC. Provider shall comply with the following requirements, in addition to all other specifications, terms and conditions, when serving FCVSC Clients.

- A. The use of **Escort Transportation** by FCVSC Clients is on a limited, case-by-case basis and requires prior authorization from FCVSC.

To be eligible for Escort transportation, a Client must have a physical or mental impairment requiring assistance, have little or no support systems to provide this assistance, and are unable to utilize public transportation independently. The Escort will remain with the Client to provide assistance as requested by the Client. The Client must go with the Escort to the destination in the Escort's vehicle or designated agency vehicle. Escorts are not permitted to use a Client's vehicle.

Escorts must meet all Driver requirements.

- B. Providers will be contacted directly by FCVSC for transportation requests and Provider shall only provide services authorized by FCVSC. Provider shall check FCVSC Requests for Service (RFS) email periodically throughout each day, and shall acknowledge, accept, or decline RFSs same day.
- C. FCVSC will pay for Client transportation while Client is admitted to an institutional setting, however, transportation to pharmacies is not covered.

- D. Transportation to destinations located outside of Franklin County zip codes is prohibited, with exception of the forgoing condition: In order to accommodate the medical needs of Clients, exceptions to this policy can be made to allow for medical transportation only to medical facilities located within a close proximity to the Franklin County line for medical purposes only and with prior written authorization from FCVSC. Units of Service for out-of-county destinations will be based on actual miles traveled.

#### **CONDITION 6: COMPLIANCE**

Provider shall comply with all contract requirements, Specifications and Conditions of Participation, and reporting requirements of County agencies.

- A. Provider shall allow representatives of the County access to the Provider's facility and full access to policies, procedures, records and other documents related to provision of service to County Clients, and shall cooperate with County representatives in periodic reviews and service audits.
- B. Provider may be subject to a minimum of one annual audit conducted by a County representative or other Federal or State oversight entity. Audits may include but are not limited to fiscal or compliance audits.
- C. Provider and its representatives shall not charge any Client directly for a service delivered or solicit or accept donations, tips or any other form of compensation from Clients. This includes a prohibition against adding Clients to general solicitation mailing lists.
- D. Provider shall maintain compliance with all contract requirements during the term of the contract. Failure to maintain compliance may result in any of the following actions:
  - 1. Requirement of Provider to submit a plan of correction;
  - 2. Adjustments made to invoices or billing;
  - 3. Provider being placed on hold for service authorization for new and/or existing Clients;
  - 4. Removal of Client(s) from the Provider and reassignment to another contracted Provider or Providers; or
  - 5. Contract termination.

The Provider must demonstrate compliance with all contract requirements, Specifications and Conditions of Participation, and reporting requirements prior to being released from hold status and/or resuming service to Clients.

#### **CONDITION 7: BILLING**

Provider shall bill each County Agency on a monthly basis for only those Units of Service authorized by the County and delivered by the Provider.

**Billing Requirements for ALL Agencies (FCOA, FCDJFS and FCVSC):**

- A. The County will only remit payments to the contracted Provider.
- B. Provider's request for payment is due no later than the 15<sup>th</sup> of the month following the date of service.
- C. The County will not pay for unauthorized trips. Exceptions may be made by the assigning agency at the sole and complete discretion of said agency.
- D. Provider shall bill only for Units of Service delivered per the "Zip Code Mileage Chart" (Appendix O). The County will pay the Provider the per mile rate stated in the contract multiplied by the number of miles per one-way trip as established in the Zip Code Mileage Chart showing the mileage between zip codes. The County reserves the right to update or modify this chart if necessary, and will supply the most current chart to all Providers.
- E. Provider shall not bill extra for services provided on holidays or weekends; this cost should be calculated into the bid rates. Provider's bid rates should be all inclusive.
- F. The County has the right to refuse payment to a Provider when requests for payment are not received within sixty (60) days of the date of service delivery.
- G. Providers will only invoice one agency (either FCOA, FCDJFS or FCVSC) per Client, per trip.

**Additional Billing Requirements for FCOA:**

- A. In the event of an emergency, FCOA may authorize trips after the fact for payment. FCOA retains the right to determine if the emergency trip is approved for payment at the sole and complete discretion of FCOA.
- B. Providers shall furnish copies of Service Tickets to a FCOA representative or Client as requested.
- C. Provider will input Units of Service into the billing system via computer.
- D. If the number of Units of Service billed is less than the monthly authorized units, the unbilled Units of Service cannot be added to the next month's billing.
- E. Provider shall identify and bill all other sources of payment including third party payers such as Medicare and private insurance, billing FCOA as the last resort. Furthermore, Provider shall only bill one payment source for a provided Unit of Service such as Medicaid, etc.
- F. FCOA or Client may cancel a Unit of Service without incurring a charge by contacting the Provider one (1) hour before the scheduled service. Provider must document in the Client

record the name of the person who notified the Provider of the cancellation, the time of the notification, and the reason given for the cancellation.

- G. If Provider does not receive a notice of cancellation from FCOA or the Client, Provider may bill FCOA a maximum of one-way trip, or five (5) miles, whichever is less.

**Additional Billing Requirements for FCDJFS:**

- A. Provider shall utilize an invoice template provided by FCDJFS after contract award.
- B. Provider shall furnish copies of Service Tickets with every monthly invoice and upon request of FCDJFS or a Client.
- C. Provider must accept payment for services rendered via the Automated Clearing House (ACH).
- D. FCDJFS or Client may cancel a transportation request without incurring a charge. Per federal law, FCDJFS is prohibited from paying such fees. FCDJFS will not reimburse the Provider for situations in which an authorized Client is not actually transported, including occasions when a Client is not at his or her residence or cannot be located at an approved destination at the time of pick-up, or when a Client fails to give advance notification to FCDJFS to cancel a request for transportation and cancels when the Provider attempts a pick-up. FCDJFS will continue to encourage its Clients to cancel in advance.

**Additional Billing Requirements for FCVSC:**

- A. In the event of an emergency, FCVSC may authorize trips after the fact for payment. FCVSC maintains the sole right to determine if the emergency trip is approved for payment at the sole and complete discretion of FCVSC.
- B. Provider shall furnish copies of Service Tickets with every monthly invoice it submits to FCVSC.
- C. If Provider does not receive a notice of cancellation from FCVSC, Provider may bill FCVSC a maximum of one-way trip, or five (5) miles, whichever is less.
- D. FCVSC or Client may cancel a transportation request without incurring a charge by contacting the Provider one (1) hour before the scheduled service. Provider must document in the Client record the name of the person who notified the Provider of the cancellation, the time of the notification, and the reason given for the cancellation.