

**LUCAS COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
By the Authority of the Lucas County Board of Commissioners**

**REQUEST FOR QUALIFICATIONS**

**(48-13-RFQ-01)**

**NON-EMERGENCY MEDICAID & TITLE XX TRANSPORTATION**

August 20, 2012 at 3 p.m., EDT

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**DEADLINE FOR SUBMISSION OF BIDS**

***LCDJFS Mission Statement***

*“We assist Lucas County families and individuals to achieve their highest level of stability and independence. Respecting the dignity of our clients, we provide effective career development opportunities and individualized services in cooperation with our community partners.”*

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**1. Purpose**

The Lucas County Department of Job & Family Services (“LCDJFS”) through the Lucas County Board of Commissioners (“Board”) is seeking qualifications for the selection of vendors to provide Non-Emergency Medicaid and Title XX Transportation Services for eligible LCDJFS clients.

Any individual or entity submitting a bid (“bidder”) must properly submit a completed bid following the procedure outlined in this Request for Qualifications #48-13-RFQ-01 (“RFQ”) by no later than August 20, 2012 at 3 p.m. LCDJFS expects to enter into a Vendor Contract (“Contract”) with all bidder(s) who have been determined by LCDJFS as meeting the qualifications and specifications in this RFQ (“selected bidders” or “vendors”). All selected bidders must also meet all applicable state and/or local licensing, insurance, and permit requirements included but not limited to, Chapter 773, 775, and 777, of the Toledo Municipal Code (“TMC”). Furthermore, all bids submitted in response to this RFQ shall comply with Ohio law, as well as federal law.

This RFQ is issued under Section 307 of the Ohio Revised Code (“ORC”) and Sections 5101:9-4-07 and 5101:9-4-07.01 of the Ohio Administrative Code (“OAC”). These laws will govern any disputes arising under this RFQ and any subsequent Contract reached pursuant thereto.

LCDJFS seeks to undertake the preparation and implementation of the Federal Fiscal Year 2013 transportation services beginning October 1, 2012. An informational meeting will be held prior to this date in order to inform selected bidders of the procedural requirements related to these services; the date and time of this meeting will be disclosed following the selection process.

The term of the resulting Contract(s) shall be for an approximate twelve (12) month period, commencing no sooner than October 1, 2012, and ending no later than September 30, 2013. Subject to the availability of funds and at the sole discretion of LCDJFS (with the approval of the Board), a Contract may be renewed for up to one additional twelve (12) month period. Any such Contract renewal will be based on the vendor’s performance, and shall be determined solely by LCDJFS.

LCDJFS will only consider bids from individuals and entities that demonstrate their capability of providing the services described in this RFQ. For the purpose of this RFQ, the term “bidder” shall be defined as an individual or entity that may submit or has submitted a bid in pursuit of this opportunity. The term “vendor” is used in reference to a bidder selected through this RFQ who has contracted with LCDJFS to provide the services described in this RFQ.

LCDJFS is under no obligation to enter into a contract with any person or entity as a result of this solicitation, if, in the sole opinion of LCDJFS, none of the bids are responsive to the objectives and needs of LCDJFS. LCDJFS reserves the right to not select any person or entity should LCDJFS decide not to proceed with the services as outlined herein. Any and all changes in this RFQ of a material nature will be posted on the Lucas County website <http://www.co.lucas.oh.us/Bids.aspx> . All bidders are responsible for obtaining any such changes without further notice by LCDJFS.

**2. Time and Date of Submission**

Persons and entities who are interested in submitting bids in response to this RFQ must make their submission no later than **3:00 p.m. Local (Eastern Daylight) Time on August 20, 2012 to the individual and via the method specified in Article 7, “Bid Submittal Requirements”**. LCDJFS respectfully asks bidders to respond to this request with a bid packet (as provided by LCDJFS) outlining how the bidder meets the criteria as listed, and why the bidder believes they would be successful in accomplishing the tasks described in this RFQ. All responses must be sent, via e-mail to: Michelle Niedermier at [niedem@odjfs.state.oh.us](mailto:niedem@odjfs.state.oh.us) . Bids submitted by any other method will be automatically and immediately rejected. **LCDJFS is not responsible for any bids delivered to any address, or by any other method other than the address and method provided above.**

All submitted bids must be received by LCDJFS via email by the above date and time. Materials received after the submission deadline date will not be added to any previous submissions, nor shall they be considered. No confirmations of received bids will be provided. Submission of a bid indicates acceptance by the bidder of the conditions contained in this RFQ.

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Bidders should carefully review their final proposal. Once submitted, a bidder cannot make any changes in the proposal unless otherwise permitted under this RFQ or by LCDJFS. Notwithstanding the foregoing, LCDJFS may request additional information for clarification purposes only.

**3. Anticipated Procurement and Project Timetable**

The following timetable shall apply to this RFQ. No Contract(s) awarded under this RFQ shall be effective unless finalized and approved by the Board.

RFQ (48-13-RFQ-01) Release Date	August 1, 2012
Deadline for Electronic Bidder Q&A Submittal	August 10, 2012 at 12:00 p.m.
Posted Responses to Q&A*	August 13, 2012
Deadline for Submitting Bid	August 20, 2012 at 3 p.m.
Notification of Awards	Approximately August 29, 2012
Contract Development	Approximately August 29 through September 26, 2012
Contract Implementation	Approximately October 1, 2012 – September 30, 2013

\* <http://www.co.lucas.oh.us/bids.aspx>

LCDJFS reserves the right to revise this schedule in the best interest of the process after providing notice which will be posted at <http://www.co.lucas.oh.us/Bids.aspx>.

The selected bidder may neither perform work nor submit an invoice for payment for work performed under this RFQ for any time period prior to Contract approval by all applicable parties. This includes any costs associated with bid development.

All bidders submitting a bid will receive written notification of the acceptance or denial of their bid following the selection process. Submittal of a bid does not constitute acceptance of the terms as described. Notwithstanding the selection of a bidder, LCDJFS reserves the right to cancel any award resulting from this selection process for any reason, at its sole discretion.

The term of the Contract shall run for approximately twelve (12) consecutive months and shall commence no sooner than October 1, 2012 and end no later than September 30, 2013. The Contract will incorporate the requirements of this RFQ, the documents contained in bidder's submission, and all other terms reached during the development of the Contract. Subject to the availability of funds and at the sole discretion of LCDJFS with the approval of the Board, Contracts may be renewed for up to one (1) additional twelve (12) consecutive month period. Any such renewal of the Contract will be based on the adequacy of vendor's performance, and shall be determined solely by LCDJFS.

**4. Electronic Question & Answer Period; RFQ Clarification Opportunity**

Bidders may ask clarifying questions regarding this RFQ via email during the Electronic Question and Answer Q & A Period outlined in Article 3, "Anticipated Procurement and Project Timetable". The Q&A process will run from August 1, 2012 at 8:30 a.m. to August 10, 2012 at 12:00 p.m. PARTICIPATION IS OPTIONAL, BUT IS HIGHLY ENCOURAGED. Questions for the Q&A must be submitted in writing and received via email, by Michelle Niedermier at [niedem@odjfs.state.oh.us](mailto:niedem@odjfs.state.oh.us) by August 10, 2012 at 12:00 p.m. The posting of questions submitted during the Q&A will be made on August 13, 2012 at <http://www.co.lucas.oh.us/Bids.aspx>. If any changes are made to the RFQ as a result of the Q&A, an addendum to the RFQ will be posted on the Lucas County website as stated above.

Questions to this RFQ must reference the relevant part of this RFQ, the heading for the provision under question, and the number and/or Article of the RFQ where the provision can be found. The bidder must also include his or her name, the company name, business phone number and email address. LCDJFS may, at its option, disregard any questions which do not appropriately reference an RFQ provision or location, or which do not include the required identifiers for the originator of the question. LCDJFS will not respond to any questions submitted after 12:00 p.m. on the date that the Q&A closes.

LCDJFS responses to all questions asked via email meeting the criteria listed above will be posted on the Lucas County web site for reference by all potential bidders. Bidders and potential bidders will not receive personalized or individual e-mail responses. Clarifying questions asked and LCDJFS' responses to them comprise the "FFY13 Cab RFQ Q&A Document" ("Q & A Document") for this RFQ. Bids submitted in response to this RFQ are to take

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into account any information contained in the Q & A Document. **It is the sole responsibility of all bidders and potential bidders to check this site on a regular basis for responses to questions, as well as for any amendments or other pertinent information regarding the RFQ.**

IMPORTANT: Requests from bidders and potential bidders for copies of previous RFQs, past bids, score sheets or contracts for this or similar past projects, are deemed to be public records requests and not clarification questions regarding the present RFQ. Public record requests submitted in accordance with County policy will be honored. The posted time frames for LCDJFS responses to emailed questions for RFQ clarification do not apply to public records requests.

Requirements under a current project may or may not be required by LCDJFS under any future contract, and so may not be useful information for bidders who choose to respond to the RFQ. Therefore, bidders are to base their RFQ responses and the details of their proposed projects on the requirements and performance expectations established in this RFQ and, if applicable, in the Q&A document, and NOT on details of a current or past related contract. If bidders ask questions about existing or past contracts using the Internet Q&A process, LCDJFS will use its sole discretion in deciding whether to provide answers.

LCDJFS will only answer those questions submitted within the established time period for the Electronic Q&A process (see Article 3, "Anticipated Procurement and Project Timetable", above), and which pertain to issues of RFQ clarity, and which are not requests for public records. LCDJFS is under no obligation to acknowledge questions submitted through the Q&A process.

## **5. Qualifications**

In order for a bid to be considered for this RFQ, LCDJFS requires that interested bidders address all the following minimum qualifications as well as organizational capabilities as described in this Article:

### **A. Mandatory Bidder Qualifications**

**Any bid which fails to meet any of these mandatory requirements will be disqualified from any consideration for this project.**

**Bidders must:**

1. Submit their bid to LCDJFS by the deadline and location as specified in Articles 2 & 7 of this RFQ;
2. Include all required attachments and affidavits, signed by the bidder's responsible representative, as described in Article 7, "Bid Submittal Requirements"; and
3. In accordance with the required attachments and affidavits, affirmatively indicate that the bidder is not in violation of any of the requirements thereunder, and, therefore, is eligible to enter into a contract with LCDJFS.

In order to be considered for the project described in this RFQ, LCDJFS requires that bidders **must** meet, at minimum, **all** of the qualification requirements described in Part 7, Title 3, Chapters 769, 771, 773, 775, 779, 781, and 783 of the TMC. **Bidders which do not meet all the above-referenced qualifications will be disqualified from further consideration for award.**

### **B. Vendor Capabilities**

LCDJFS seeks vendors to provide medical transportation services for all clients determined eligible by LCDJFS. Vendors shall provide door-to-door transportation services for eligible participants in Non-Emergency Medicaid, and Title XX Programs. Vendors acknowledge that the service to be provided must be such that ambulatory persons (i.e. not in need of ambulance services) can be transported to and from their point of origin.

Vendor(s) must:

- Demonstrate with precise detail that they have the capacity to respond to the projected volume of customer service needs on a yearly basis (as described Article 6, "Scope of Work").
- Provide a method for monitoring customer service.
- Use current technology to provide efficient and on-time service as described in Technology Requirement section below.
- Use current technology to track trip information in order to generate monthly reports, with client specific data and client signature, for billing and audit purposes.
- Supply LCDJFS with ride policies.

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- Have in place a contingency plan to provide all clients transportation to and from their destinations approved by LCDJFS (“back-up vendor”) in the event the vendor is unable to complete a scheduled transport..

By submitting a bid, the bidder(s) will be held responsible for knowing the specifications and conditions under which any Contract will be reached. This includes the contents of all bid documents, regulations, and applicable laws.

The technical requirements the selected provider must demonstrate include:

- Internet access with a minimum of 56K baud modem rate.
- The ability to import and export data from LCDJFS via various types of formats such as text files, Microsoft Excel, Microsoft Word, Microsoft Access, or other formats as agreed upon by LCDJFS and selected bidder.
- Have database backup capabilities of LCDJFS data and have a disaster recovery plan in the event that LCDJFS data is corrupted or destroyed by system failure or acts of nature.
- In the event the selected bidder would desire to enter into any subcontract involving the direct delivery of sharing of LCDJFS data, written notification would be given and prior approval to any subcontract would be sought by the selected bidder from LCDJFS.
- Must maintain current technology updates as required by LCDJFS in regard to Internet browser versions.
- Comply with LCDJFS requirements for providing a secure environment for LCDJFS data.
- Supply LCDJFS with reports or statistics for proposed project.
- Have properly working hardware and software to retrieve, import, and export LCDJFS data
- Maintain an up-to-date antivirus software program.

**6. Scope of Work**

Services sought are to be delivered to only those eligible residents of Lucas County who have been authorized for transportation services and who select a vendor from the list of available vendors as provided by LCDJFS. The number of eligible residents is approximately 3200 individuals. Service delivery is restricted to the geographical boundaries of Lucas County unless otherwise authorized by LCDJFS.

Vendor(s) acknowledge(s) that the purchase of transportation services shall be for Non-Emergency Medicaid and Title XX eligible residents of Lucas County. The specific objective of the purchased transportation services will be to transport eligible individuals as determined and approved by LCDJFS to a provider of medical services for the purpose of receiving medical care.

Vendor agrees to provide purchased services that include, but are not limited to, the following components:

- The service will be available 24 hours per day except during a state of emergency declared by governmental authority.
- The service will be available every day of the year without interruption except during a state of emergency declared by governmental authority.
- The service will be door-to-door which shall be defined as service to/from the closest reasonable point of vehicle access to the location of the eligible individuals. The vendor’s vehicle driver (“Vehicle Driver:”) will provide personal assistance as necessary. Personal assistance is limited to assistance in moving to/from the entrance of the pickup site/approved destination, and/or assistance with eligible individuals’ wheelchairs, walkers, crutches, etc. The Vehicle Driver will also assist the eligible individual with entering or exiting the vehicle as necessary, but is not required to lift the eligible individual.
- The eligible individual will be delivered to the medical facility or other approved destination on time for his/her appointment time barring severe weather and road conditions. In the event of severe weather and road conditions, an attempt will be made to pick up the eligible individual at an earlier time in order to arrive on time.
- Except in the case of severe weather and road conditions, the eligible individual shall not be picked up more than 15 minutes following the designated pick up time.
- The vendor will ensure that the eligible individual does not ride in any transportation vehicle for more than (1) one hour traveling to/from the approved destination site within the Lucas County area.
- Authorized non-eligible persons accompanying and/or escorting the eligible individual to/from the approved destination are permissible; no additional charge will be made for these individuals.

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- Vendor recognizes that some eligible individuals have exceptional situations, and must be transported according to their special needs as specified by LCDJFS and in accordance with all other specifications of the Contract.
- Vendor agrees to transport substantially all eligible individuals in an automobile rather than a bus in order to minimize ride time and to provide a higher level of comfort and safety to the eligible individual.
- Vendor will continue to maintain and operate telephone lines for the purpose of receiving transportation requests non-stop, 24 hours a day, every day of the year.
- Vendor will have a contingency plan in place to provide all clients timely transportation to and from their destinations approved by LCDJFS, including, but not limited to, the designation of a “back-up vendor” to be utilized when the vendor is unable to provide timely transport to the rider. -

LCDJFS will:

- Utilize a standardized process for determining eligibility for Non-Emergency Medicaid, and Title XX transportation services.
- Provide accurate client demographic information for those clients who select a vendor.
- Provide technical assistance to vendors and clients upon request.
- Maintain a database containing client information.
- Verify destinations as Ohio-Medicaid providers before entering them into database.
- Remit payment to vendors in accordance with the Contract.

**Project Deliverables:**

Vendor agrees to the delivery of purchased services in accordance with the following conditions:

- Maintenance of an adequate number of vehicles that meet the guidelines of TMC and LCDJFS to ensure efficient service delivery to eligible individuals. (**Note: projected number of trips per year is approximately 200,000 with approximately 3200 authorized clients. Peak hours of transportation usage generally will occur between 5:30 a.m. and 6:00 p.m., Monday through Friday. However, vehicles do need to be available 24 hours a day, 7 days a week, and 365 days a year.**)
- Vehicles used to transport eligible individuals must be clean, free of litter, and free of offensive odors in the passenger compartment.
- Passenger seats must be in good condition with no un-patched rips or tears or broken springs.
- Vehicle and driver should be able to accommodate a non-motorized wheelchair.
- Drivers should put the needs of eligible individuals first and serve them in a respectful and professional manner.
- Drivers should appear well groomed wearing neat and clean clothes.
- Drivers and/or dispatchers must not refer to eligible individual in terms of their status with LCDJFS (e.g. a “welfare ride”) or in any other derogatory term either directly or indirectly (e.g. over the dispatch radio) and, in general, should not treat eligible individuals any differently than they would a regular cash-paying fare.
- Drivers may not transport eligible individuals to locations other than destinations that are approved by LCDJFS (details regarding pharmacy stops, lab and x-ray appointments below).
- Vendor shall provide service within all of the postal zip codes in Lucas County. Should a round trip be required, vendor accepts the responsibility for the provision of the return trip in accordance with all other terms of this Contract.
- For each separate appointment, vendor is not required to make more than one (1) attempt to pick up an authorized eligible individual from the eligible individual’s residence on the same day.
- Wait time is limited to 15 minutes and only allowable for pharmacy stops, lab and x-ray appointments. LCDJFS will not pay for wait time under any other circumstances notwithstanding the applicable portions of the requirements outlined in TMC Section 781.05(b).
- All pharmacy stops must be in conjunction with a scheduled medical appointment. Pharmacy only destinations are not allowable.
- If the client is referred for further lab or x-rays immediately following their appointment, they may be transported without prior approval from LCDJFS.
- Payment to the vendor will not be made for any cab, which makes stops at facilities other than those authorized by LCDJFS.

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- LCDJFS assumes no liability to pay for clients not authorized for transportation services by LCDJFS.
- All transportation vehicles to be used by the vendor in delivering the purchased service(s) will have the necessary equipment to accommodate special needs of eligible individuals and to provide for normal or emergency operation of the vehicle. All vehicles are equipped with two-way radio communication equipment on a dedicated frequency not used by any other radios in the Toledo area. This allows for fast communication in the event of an emergency without waiting for other radio users to clear the channel. A cell phone lacking a two-way radio feature or other telephonic system of dispatch is not acceptable.
- All vehicles shall be maintained in a state of repair, meeting Ohio safety inspection standards that will allow for the safe transportation of eligible individuals.
- LCDJFS reserves the right to inspect vehicles of its choice used by vendor(s) for transporting eligible individuals at any time and without prior notice to vendor(s).
- All transportation vehicles used by vendor(s) in delivering the purchased service must be clearly identified by unique color schemes and logo bearing the name of vendor on both the left and right side of each vehicle in large letters. Each vehicle is identified with its own unit number prominently displayed. All markings must be in compliance with TMC Section 773.10.
- All Vehicle Drivers must be clearly identified by a photo ID. This identification shall be prominently displayed and clearly visible by the passenger at all times.
- Smoking by drivers and/or passengers in the vehicle is prohibited, pursuant to TMC Section 779.07.

**Regulatory, Reporting, and Record Keeping Requirements**

- Vendor will not deny service to authorized eligible individual for any reason, nor subject the same to discrimination for reasons of race, color, religion, national origin, sex, age, nature of the eligible individual's condition, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments, or due to that individual's client's status with LCDJFS. Vendor will comply with all appropriate Federal and State laws regarding such discrimination.
- Vendor acknowledges that negotiation is preliminary to entering into a Contract with LCDJFS. Approval of the Contract, including its effective date, shall rest with LCDJFS and the Board. LCDJFS shall retain the authority to impose restrictions on all Contracts, including the termination dates.
- Prior to entering into any subcontract involving the direct delivery of the purchased service, vendor shall first give LCDJFS written notification of its intent to do so and receive prior approval from LCDJFS. All subcontracts must be on file at LCDJFS.
- The minimum standards, rules, and regulations, which govern the conduct and performance of Vehicle Drivers, are contained in the TMC Part 7, Title 3. All transportation of eligible individuals will be provided by Vehicle Drivers licensed by the City of Toledo Director of Public Safety or his/her designee in accordance with their requirements for licensing. Additionally, all vendors must agree to the terms of the LCDJFS Transportation Policy for Vendor Contracts (Exhibit 1 of this RFQ).
- LCDJFS will pay vendor according to the following established fare: the fare for private paying patrons for taxi cabs set by Toledo City Council under TMC Chapter 781. (**Note: All vendors will be required to waive the waiting period rates set forth in TMC Section 781.05 (b).**) The meter does not start until after the individual(s) authorized for transport has (have) entered the cab. If Toledo City Council should change the fare for private paying patrons; the formula set forth in the prior sentence shall be computed on such changed fare effective as of the date of the change as determined by Toledo City Council. LCDJFS will also pay the vendor \$3.00 for each trip after the cab has arrived at the designated time where the authorized client fails to show.
- For transportation provided by a vendor who is a *livery service*, LCDJFS will pay the livery service vendor the fare for livery vehicles comparable to the current LCDJFS rate for taxicab services. At no time can rates for vehicles for hire without meters be less than the meter rates.
- Vendor must meet all applicable state and/or local permitting, licensing and certification requirements including but not limited to, Chapters 773, 775 and 777 of the TMC, (except for fare requirements).
- Vendor must maintain liability insurance on its vehicles and drivers at all time in compliance with the requirements of Chapter 777 of the TMC, and all applicable provisions of the ORC, and the OAC.
- Vendor must provide evidence of insurance coverage satisfactory to LCDJFS not less than twenty-four (24) hours following a request made by LCDJFS for such evidence of insurance.
- In the event vendor engages in subcontracting to provide services, the vendor warrants such subcontractor(s) maintain the required insurance coverage.

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- LCDJFS will monitor level of service and performance through direct interaction with eligible individuals and vendors.
- Vendor must maintain and document a regularly scheduled training for drivers and dispatchers. Training must include but not be limited to appropriate phone etiquette, passenger assistance, and emergency procedures.
- Vendor will comply with LCDJFS' requirements for Case Management, Monitoring, Evaluation, and Invoicing, and any subsequent update.
- Vendor shall indemnify and hold harmless the Ohio Department of Job and Family Services ("ODJFS"), LCDJFS, the Board and/or its employees and/or agents against any and all liability, loss, damage, cost, or expense by reason of an eligible individual suffering or causing personal injury, death, or property damage or loss while receiving services from vendor.
- Vendor acknowledges that the provision of non-specified services (i.e. transporting client's motorized wheelchairs) is above and beyond the services covered under the Contract, and as such, are provided at the vendor's own risk. Furthermore, vendor(s) will not be compensated for any services at any rate except those specified in the Contract.
- Vendors shall maintain and, upon request, allow authorized representatives of LCDJFS, ODFJS, and such state and federal agencies as may be necessary to confirm vendor's compliance with the terms of the Contract. LCDJFS, ODJFS, and agents of the federal government shall have the right to audit all records and procedures related to the Contract.
- The vendor is responsible for obtaining all permits and licenses required for performance of the work specified in accordance with TMC Chapters 773 and 775.
- LCDJFS may disclose written or other information that it treats as confidential to a selected bidder who has entered into a Contract approved by the Board. All such information and all related material and documents LCDJFS delivers to the vendor(s) remains the property of LCDJFS. The vendor(s) shall treat such information as confidential if it is so marked, otherwise identified as such, or when by its very nature, it deals with matters, if generally known, would be damaging to the best interest of the public, vendor, or other vendors, or potential vendors with LCDJFS, or individuals or organizations with whom LCDJFS keeps information. For example, information shall be treated as confidential if it includes proprietary documentation, materials, flow charts, codes, software, computer information, techniques, models, diagrams, know-how, trade secrets, data, business records or marketing information. By further example, the vendor(s) shall also treat as confidential information any material, to which attorney-client, physician-patient, or similar privilege(s) may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements or risk termination of the contract.
- Vendor may be required to attend training or technical briefings in regard to LCDJFS data updates or upgrades.

### **7. Bid Submittal Requirements**

Bidders must make their submission no later than 3 p.m. local [Eastern Daylight] time on August 20, 2012. Bidders must respond with a completed bid packet which includes 9 attachments provided by LCDJFS in addition to the required documentation addressing compliance with TMC. All responses must be sent, via e-mail to: Michelle Niedermier at [niedem@odjfs.state.oh.us](mailto:niedem@odjfs.state.oh.us). Bids submitted by any other method will be automatically and immediately rejected. **LCDJFS is not responsible for any bids delivered to any email address other than the email address provided above.**

All submitted bids must be received by LCDJFS via email by the above date and time. Materials received after the submission deadline date will not be added to any previous submissions, nor shall they be considered. No confirmations of received bids will be provided. Submission of a bid indicates acceptance by the bidder of the conditions contained in this RFQ, unless otherwise clearly and specifically noted in the submitted bid.

Bidders should carefully review their final proposal. Once submitted, a bidder cannot make any change in the proposal unless otherwise permitted under this RFQ or by LCDJFS. Notwithstanding the foregoing, LCDJFS may request additional information for clarification purposes only.

The entire bid packet must be submitted with documents created in either Word or Excel as applicable. **The entire set of RFQ documents must be assembled in the following order and returned to the contact person named in this Article 7.** To be accepted and forwarded to the Review Committee, the proposal must be received on or before the deadline and include attachments 1-9 as provided by LCDJFS in addition to the documents listed below regarding insurance, registration, licensure, etc. Each document requiring a signature

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and/or notarization must be provided in the form of a scanned version of said document. All documents must be submitted via email with each document saved as the document names listed in the "Overall Application Checklist" preceded by the name of the bidding organization. i.e., "Non-collusion Affidavit-Company X".

- a. Cover Page, signed by individual authorized to obligate the bidding entity into a contractual agreement;
- b. Ride Policy - describing the level of service a rider can expect if he or she would choose the vendor. Please also identify all business partners (if applicable), and the size of the fleet that will be utilized in the performance of duties outlined in this RFQ in this document. Back-up vendors will be required, and they must be selected from the pool of current vendors under contract with LCDJFS. Therefore, a back-up vendor cannot be selected until the bid process is complete.
- c. Completed Affidavits in the following order: (1) Non-Discrimination, (2) Non-Collusion, (3) No Findings for Recovery, (4) Delinquent Personal Property Tax Statement, (5) Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form, *includes reference list, and* (6) Representations, Assurances, and Certifications.
- d. Current Insurance Policy
- e. Registration and Inspection report signed by authorized Toledo Police Department Licensing and Collections Officer.
- g. Valid Public Vehicle Operator's License (City of Toledo license for current year for each vehicle in the Bidder's fleet that will be used in fulfilling the Contract.
- h. Description of Bidder's 2-way dispatch system. Specify the system type and date purchased (no more than one (1) page).
- i. Verification of a metered cab (neighborhood) – Meter slips (taxi only)
- j. State of Ohio Bureau of Motor Vehicles Registration Card for each vehicle that will be used in fulfilling the Contract.
- k. Valid Driver's License for each driver
- l. City of Toledo – Valid Public Vehicle Operation I.D. for each driver.

\*The documents as listed in this Article 7 are to be completed in their entirety by the bidder. Blank forms for these documents will be sent to the bidder electronically upon request. To obtain the blank forms contact Michelle Niedermier via email at [niedem@odjfs.state.oh.us](mailto:niedem@odjfs.state.oh.us) and indicate the name of bidder's organization, the contact person and the email address where the blank forms should be sent (no hard copies or faxes shall be sent). The blank forms will be sent within two (2) business days of receiving the request. If the blank forms are not received within this timeframe, please contact Michelle Niedermier at 419-213-8871. Please allow adequate time to receive and complete the blank forms prior to the 3:00 p.m., August 20, 2012 deadline. **NO REQUESTS FOR BLANK FORMS WILL BE ACCEPTED AFTER 12:00 P.M., August 16, 2012.**

**Please note: Submittal by the bidder may require multiple emails depending on the size of the attachments. The maximum size of attachments able to be received by LCDJFS staff in one email message is 10 MB.**

### **8. Attachments & Application Checklist**

**Cover Page: Bidders must use Attachment 1 (cover page) as provided in this RFQ. Complete all sections of the Cover Page form. Bidder's authorized representative must sign the Cover Page which must be scanned for submittal.**

1. Attachment 1 -- RFQ Cover Page
2. Attachment 2 – Ride Policy
3. Attachment 3 -- Non-Discrimination and Equal Employment Opportunity Affidavit
4. Attachment 4 -- Non-Collusion Affidavit
5. Attachment 5 -- No Findings for Recovery Affidavit
6. Attachment 6 -- Delinquent Personal Property Tax Statement
7. Attachments 7 & 8 -- Ohio Homeland Security – Declaration of Material Assistance Form (Attachment 8)  
[Terrorist Exclusion List (Attachment 7) will be included with this form as a reference]

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8. Attachment 9 -- Representations, Assurances and Certifications

**Overall Application Checklist (all documents to be completed and scanned; delivered via email):**

- RFQ Cover Page (signed)
- Ride Policy-2 pages maximum
- Non-Discrimination and Equal Employment Opportunity Affidavit
- Non-Collusion Affidavit
- No Findings for Recovery Affidavit
- Delinquent Personal Property Tax Statement
- Ohio Homeland Security – Declaration of Material Assistance Form (Attachment 8) [Terrorist Exclusion List (Attachment 7) will be included with this form as a reference]
- Representations, Assurances and Certifications
- Current Insurance Policy
- Registration and Inspection report signed by authorized Toledo Police Department Licensing and Collections Officer.
- Valid Public Vehicle Operator's License (City of Toledo license for current year for each vehicle in the bidder's fleet that will be used in fulfilling the Contract
- Description of Bidder's 2-way dispatch system. Specify the system type and date purchased (no more than one (1) page).
- Verification of a metered cab (neighborhood) – Meter slips (taxi only)
- State of Ohio Bureau of Motor Vehicles Registration Card for each vehicle that will be used in fulfilling the Contract.
- Valid Driver's License for each driver
- City of Toledo – Valid Public Vehicle Operation I.D. for each driver.

All materials in a submitted bid become the property of LCDJFS and may be returned only at the LCDJFS' discretion. Bid materials received by LCDJFS constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43.

Any bid or other material submitted will become the property of LCDJFS and may be returned only at LCDJFS' option. Proprietary information should not be included in a bid or supporting materials because LCDJFS will have the right to use any materials or ideas submitted in a bid without compensation to the bidder. Additionally, all bids are open to the public after the selected bidders are determined.

LCDJFS will retain all bids, or a copy of such, as part of the Contract file for at least three (3) years following bid selection or until audited. After this retention period, LCDJFS may return, destroy or otherwise dispose of the bid and/or the copies.

The bidder is fully responsible for all costs associated with the development and submission of the bid. LCDJFS assumes no contractual or financial obligation as a result of the issuance of this RFQ, the preparation and submission of the bid by a bidder, the evaluation of an accepted bid, or the selection of an approved bid.

Bidder must disclose any and all current, 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 give cause to reject the proposal.

No bidder will promise, or give to a LCDJFS employee anything of value that could influence that employee's decision on awarding a contract. No bidder shall attempt to influence an employee of LCDJFS to violate the procurement policies of LCDJFS, the ORC, OAC or Federal Procurement Regulations. In addition, bidder

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acknowledges and agrees to abide by established ethical standards, which became effective January, 2012. A copy of the ethics code is available at <http://www.ethics.ohio.gov/ethicslawrevisedcode.pdf> .

### **9. Communications Prohibitions**

From the issuance date of the RFQ, until a Contract is in effect, there may be no communications concerning the RFQ between any bidder and any employee of LCDJFS or any other individual regardless of their employment status, who is in any way involved in the development of the RFQ or the selection process.

The only exceptions to this prohibition are as follows:

- A. As necessary in the case of any pre-existing business relationship between LCDJFS and a bidder which could potentially respond to this RFQ, in order to conduct that business;
- B. As part of an interview necessary for LCDJFS to make a selection decision;

Bids submitted by a bidder who has a pre-existing business relationship as an LCDJFS vendor, who attempts any communications prohibited by this Article may be disqualified for consideration for this project by LCDJFS.

### **10. Review Process**

Bidders should not assume that the review team members are familiar with any current or past work bidder may have completed with LCDJFS. Bids containing assumptions, lack of sufficient detail, poor organization and/or lack of proofreading will be evaluated accordingly. Review Committee members are required to sign disclosure forms to establish that they have no personal or financial interest in the outcome of the bid review and selection process.

### **11. Post Selection Meeting**

If after the selected bidder is chosen an unsuccessful bidder wishes to discuss the selection process, the unsuccessful bidder may request an informal meeting with LCDJFS to discuss the selection process. The unsuccessful bidder must submit the request for the meeting in writing and must deliver it to LCDJFS within seven (7) business days from the mailing date of the notification of non-selection. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFQ procedure(s) on which the request is based. All requests must be signed by an individual authorized to represent the bidder and must be scanned and sent to Michelle Niedermier at [niedem@odjfs.state.oh.us](mailto:niedem@odjfs.state.oh.us) .

### **12. Caveat**

**Bid selection does not guarantee that a Contract for services will be awarded.** All bids will be evaluated based on the criteria in the RFQ. LCDJFS will work with the selected bidder(s) to finalize the details of the Contract document(s). **If LCDJFS, in its sole discretion, determines that LCDJFS and the selected bidder(s) are unable to successfully come to terms regarding the Contract within a reasonable time period, LCDJFS reserves the right to terminate discussions. If this happens, LCDJFS, in its sole discretion, reserves the right to either (i) continue negotiations with the remaining bidder(s) from the bid process, (ii) cancel the RFQ, or (iii) reissue the RFQ.**

LCDJFS may make an award to any or all bidder(s) based on such bidder(s) meeting all specifications and requirements contained in this RFQ; however, the Board reserves the right, at its sole discretion, to not enter into an Contract with any and/or all selected bidders.

ORC Sections 307.90 and 307.91 permit LCDJFS to reject all bids, waive technicalities, amend the original estimate, and to advertise for new bids on the required items, products or services. LCDJFS reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against LCDJFS. The recommendation of the LCDJFS Director shall be final, subject to approval by the Board.

### **13. Compliance with the Law**

A selected bidder must agree to comply with all applicable Federal, State, and local laws in the conduct of the work specified in this RFQ including applicable state and federal laws regarding drug-free work places. The selected bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other tax or payroll deductions required for all employees engaged by the selected bidder in the performance of the work specified in this RFQ.

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A Contractor is required to follow all federal, state and local procurement rules regarding the purchase of equipment, sub-contracting and program materials, including making efforts to utilize small and minority-owned businesses, women's business enterprises and labor surplus area firms when they are potential resources for supplies, equipment and services. LCDJFS will provide training to the selected bidder regarding such rules if requested. Funds distributed through this RFQ are Federal Department of Health and Human Services Medicaid and Title XX funds. Procurement rules for Health and Human Services are located in Code of Federal Regulations (CFR) 45, Part 92.

ORC Section 9.24 prohibits LCDJFS from awarding a contract to any bidder against whom the Auditor of State has issued a finding of recovery if the finding of recovery is "unresolved" at the time of award. By submitting a proposal, bidder warrants that it is not now, nor will it become, subject to an "unresolved" finding for recovery under ORC Section 9.24, prior to the award of the Contract, without notifying LCDJFS of such findings.

Additionally, LCDJFS and vendor(s) are required to follow the following federal procurement policies:

- Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).
- Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)) Section 508 of the Clean Water act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Mandatory disclosure to LCDJFS of any modifications to names, addresses, phone numbers, facsimiles, email, etc. when such occurs during the duration of this Contract.

**14. Equal Opportunity Provisions Required**

All bidders must be willing to enter into a Contract containing the following express language contained in Section 125.111 of the ORC:

Every contract, for or on behalf of, the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress

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report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code. In addition, all bidders who contract with the state or any of its political subdivisions for equipment must also adhere to requirements as set forth which addresses the utilization of small and minority-owned businesses, women's business enterprises and labor surplus firms.

**15. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)**

ORC Section 2909.33 generally requires that with respect to any Contract that will result in a contractor receiving funding in an aggregate amount greater than \$100,000 annually, that contractor shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List. For purposes of this RFQ, this certification may be accomplished by the bidder completing and affixing an authorized signature on the DMA provided by LCDJFS upon request. By signing the DMA, the bidder certifies that it does not provide material assistance to any organization on the Terrorist Exclusion List. Failure to complete the DMA or answer "yes" to any question on the DMA shall serve as a disclosure of the bidder's provision of material assistance to an organization that is listed on the terrorist exclusion list which is part of the DMA.

**16. Insurance Requirements**

If the RFQ specifications require the performance of labor for LCDJFS, the bidder must agree to indemnify and protect LCDJFS and the Board against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of any Contract, by seller, its servants, employees, agents or representatives. Prior to issuance of the Contract, the selected bidder(s) shall furnish an Insurance Carrier's Certificate showing that the selected bidder has adequate Worker's Compensation, public liability and property damage insurance coverage. The selected bidder must also furnish all applicable insurance documents in accordance with Chapter 777 of the TMC.

**17. Assignment/Subcontractor**

Neither the Contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. Any Contract will be made pursuant to the bid submitted by the selected bidder. The Contract will be based on the selected bidder's qualifications as presented. The selected bidder can neither sublet or assign the Contract nor subcontract any part of the work included in the resulting Contract without the previous written consent of LCDJFS.

**18. Taxes**

LCDJFS does not pay local, state or Federal taxes. If requested, the vendor will be furnished with an exemption certificate.

**19. Pricing**

Prices will be set in accordance with Chapter 781.05 of the TMC. Pricing for livery companies will comply with Section 781.04 of the TMC which specifies that a non-metered vehicle for hire must charge a rate that is not less than the taxi meter rate. A selected bidder who has entered into a Contract with LCDJFS will be paid in accordance with the established fare set by Toledo City Council under Chapter 781 of the Toledo Municipal Code which may be amended by Council. LCDJFS does not assume any late payment penalties.

The vendor shall warrant that claims made to LCDJFS for payment shall be for authorized services rendered to eligible and authorized individuals and such claims shall not be made against other funding sources, or against the individual, for the same services. It is prohibited to use funds awarded through any contract with LCDJFS to supplant any other existing funding sources.

A vendor can claim payment only for services already provided. A vendor must submit invoices for payment on a monthly basis. Invoices must be submitted within thirty (30) days of the last day of the calendar month of service delivery. **(For example, invoices for services delivered in the month of July must be presented to LCDJFS no later than August 31.)** Provided accurate and correct invoices are timely received by LCDJFS, **reimbursement by LCDJFS will generally be made within thirty (30) days of receipt of an accurate invoice.** Funds designated for the Contract period (12 months) are subject to funding requirements under both Title XX and Medicaid funding allocations.

**20. Termination for Convenience**

LCDJFS reserves the right to terminate the resulting Contract for its convenience at any time, for any reason, or for no reason, at its sole discretion. LCDJFS reserves the right to terminate during the initial Contract period and/or any subsequent renewal period.

**21. Termination for Default**

In the event vendor fails to carry out any of the terms and conditions of the Contract, LCDJFS may (but is not required to) issue a “cure notice” to the vendor. If issued, “cure notice” shall be in writing and shall describe the conditions that must be remedied and the time by which the correction(s) must be made. LCDJFS may terminate a Contract at any time the vendor fails to timely carry out the terms and conditions of the cure notice. LCDJFS may also suspend referrals to a vendor pending the outcome of any investigations alleging breach of Contract regardless of whether a cure notice has been issued. The vendor shall have until the time specified in the cure notice to make necessary corrections. If the vendor fails to timely remedy the conditions described in the cure notice, LCDJFS will issue an order to stop work immediately and terminate the Contract without obligation.

None of the provisions of this Article 21 shall affect the right of LCDJFS to terminate the Contract in accordance with Article 20, hereof.

**22. Indemnification**

A selected bidder entering into a Contract shall assume the defense of, indemnify, and hold harmless LCDJFS and the Board and/or any authorized political subdivision receiving services under the Contract from any claims or liabilities of any type or nature made by, or on behalf of, any person, bidder, or corporation and arising in any manner during or from the selected bidder’s performance of the work required under the Contract, and the selected bidder shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

**Exhibit 1**

**Lucas County Department of Job & Family Services  
Transportation Policy for Vendor Contracts**

**1.0 Summary**

The Lucas County Department of Job & Family Services (“LCDJFS”) enters into Vendor Contracts (“Contracts”) with cab companies and other entities (“vendors”) to provide transportation services for eligible LCDJFS’ clients (“clients”).

Clients select the vendor of their choice based on their own personal transportation needs. Vendors are given an opportunity to describe the level of service offered in their individual “Ride Policies”. These are shared with clients at the time of selection.

Clients are able to select a vendor at the time new contracts are entered into, at the time of the review of their eligibility, and/or in accordance with the “Good Cause” policy as described below.

The primary objective of LCDJFS and vendors alike is to assure clients are transported to and/or from their destination(s) in a safe and timely manner. In order to achieve the primary objective and determine whether vendors are providing acceptable levels of service, LCDJFS is establishing the standards for service contained in this policy.

**2.0 Complaints**

LCDJFS will apply the standards contained in this Policy in determining whether vendors are providing adequate service to clients. LCDJFS will endeavor to inform vendors of complaints and/or problems in service based on these standards in a timely manner. LCDJFS expects a prompt explanation and/or resolution of such complaints and problems from vendors. Failure of a vendor to satisfactorily resolve a complaint or problem within a reasonable amount of time after being notified by LCDJFS may result in sanctions up to and including immediate termination of the contract which may be imposed at the sole discretion of the Executive Director.

Standards have also been developed for clients who utilize transportation arranged by LCDJFS. Failure of a client to abide by the standards may result in discretionary sanctions imposed by LCDJFS up to and including suspension of transportation by cab or livery vehicle.

Failure or refusal of LCDJFS to take action or impose sanctions in a given matter shall not be deemed or interpreted as a forfeiture of LCDJFS’s right to do so in the future. LCDJFS also reserves the right to change or amend this policy at any time.

**GOOD CAUSE FOR CHANGING TRANSPORTATION VENDOR**

The purpose of “good cause” is to ensure that LCDJFS transportation clients receive excellent customer service. Clients are given an opportunity to change vendors one time per year at their annual eligibility review. The following is a list of extenuating circumstances which may warrant a vendor change at other times:

1. No Shows - vendor failed to pick up client and transport to destination; and/or
2. Abusive language, discourteous treatment, harassment; and/or
3. Pattern of late pick-ups; and/or
4. Any threats to a client’s personal safety; and/or
5. Improperly maintained vehicles that create a hazardous driving condition.
6. Other circumstances- at LCDJFS’ discretion

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Any client who wishes to change vendors due to any of the above reasons may do so. LCDJFS will not encourage the clients to change vendors. However, in certain circumstances it may become necessary to allow clients to change vendors to ensure their safety and satisfaction.

### **3.0 Standards for Transporting Clients**

#### **3.1 Vehicle quality:**

- a. vehicles used to transport clients must be clean, free of litter and offensive odors;
- b. passenger seats must be in good condition with no unpatched rips, tears, or broken springs;
- c. vehicle should be able to accommodate transportation of a non-motorized wheelchair;
- d. LCDJFS reserves the right to inspect a vehicle of its choice used by vendor for transporting clients at any time without prior notice to vendor.

#### **3.2 Drivers:**

- a. should put the needs of clients first and serve them in a respectful and professional manner;
- b. should appear well-groomed wearing neat, clean clothes;
- c. should assist elderly and disabled clients in entering and leaving the vehicle. If possible, clients who have difficulty walking should be assisted from their door and, to the door of their destination (“curb-to-curb” service; drivers should **not** enter the client’s residence);
- d. should remember they are dealing with people, which requires great patience at times and which can lead to unpredictable and crisis-laden situations;
- e. must not refer to clients in terms of their status with LCDJFS (e.g. a “welfare ride”) or in any other derogatory term either directly or indirectly (e.g. over the dispatch radio) and, in general, should not treat clients any differently than they would a cash-paying fare;
- f. may not transport clients to locations other than destinations listed on their roster; all other destinations must be approved by LCDJFS prior to transport. Exceptions to this include:
  1. Pharmacy stops after appointments do not need to be approved in advance or listed on the destination roster.
  2. If the client is referred for further lab work or x-rays immediately following their scheduled appointment, these locations do not need to be listed on the destination roster, nor is LCDJFS prior approval required.
- g. are not required to accommodate abusive clients and should report physical and/or verbal abuse by clients to LCDJFS.
- h. must take the most direct route to the destination, unless an alternate route is authorized by LCDJFS.

#### **3.3 Vendor:**

- a. must have the ability to contact/dispatch drivers via two-way radio or cell phone/two-way radio communication system (e.g. “direct connect” or similar). **A CELL PHONE LACKING A TWO-WAY RADIO FEATURE OR OTHER TELEPHONIC SYSTEM OF DISPATCH IS NOT ACCEPTABLE;**
- b. is required to sign an agreement with an alternate transportation vendor(s) who currently holds a Contract with LCDJFS to ensure clients are transported timely to their authorized destinations (“back-up vendor”);
- c. must be able to provide transportation within 2 hours of initial request to the destination (this does not refer to return trips). If the vendor cannot accommodate the order immediately, vendor must make arrangements with their back-up vendor to transport the client to ensure the client reaches their destination in a timely manner;
- d. must pick clients up in a “timely manner”. For purposes of this Policy, a “timely” pick-up shall occur if performed no earlier than five (5) minutes before scheduled pick-up and no later than fifteen (15) minutes following the designated pick-up time. For the client’s return trip, a pick-up shall be considered “timely” if vendor picks client up no later than thirty (30) minutes after receiving client’s request for service;
- e. must maintain adequate liability insurance at all times in accordance with state law and/or local ordinances. **FAILURE TO MAINTAIN ADEQUATE INSURANCE MAY RESULT IN THE IMMEDIATE TERMINATION OF THE VENDOR;**
- f. must transport only one LCDJFS authorized client per trip and if applicable, any minor children and/or one additional adult may accompany that client. No other riders to or from the same or other destinations are permitted;
- g. no linked trip, multiple loading arrangements are permitted;
- h. must contact LCDJFS immediately if vendor has reason to believe a client is using the transportation system fraudulently. LCDJFS will investigate these and any other issues or complaints regarding clients which vendor is unable to resolve on their own. Address complaints to the Data Service Unit: Star Madison at 419-213-6347 or Stephanie Hardy at 419-213-6363;

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- i. must notify LCDJFS if a client can no longer be transported within the scope of services contained in the RFQ and/or Contract. An example would be if a client has transitioned to a motorized wheelchair. Provision of services above and beyond those detailed in the Contract is at the vendor's own risk; any costs incurred for such services will not be covered by LCDJFS. LCDJFS 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 RFQ and resulting Contract(s), the vendor shall offer curb-to-curb transportation service ONLY to LCDJFS-determined eligible clients.

**3.4 Clients:**

- a. must conduct themselves (and their children, if applicable) in a reasonable manner;
- b. must avoid the use of profanity;
- c. must not verbally or physically abuse drivers, dispatchers and/or order takers. Failure of a client to exhibit appropriate behavior may result in a progressive disciplinary process which could include an indefinite suspension of transportation by cab or livery service;
- d. may not request drivers to transport them to destinations other than those authorized by LCDJFS;
- e. should make complaints directly to the vendor contact. Escalation of complaints to LCDJFS should only be made after attempting to resolve the matter with the vendor, or if the situation is warrants.