

DOCUMENT CHECKLIST

The following documentation must be submitted as part of the qualification process. All documentation must be received in this initial process or an explanation provided why it wasn't included. Incomplete packages of documentation are considered incomplete and therefore subject to a disqualified or delayed status.

- Subcontractor Questionnaire
- Evidence of Insurance
- Business License
- Verification of State Industrial Insurance
- Letter of Sale with effective date signed by previous and new owner. (Required if existing company is being sold to a new owner)
- Request for Criminal Background History Information (Attachment G)
- Comprehensive Training Plan
- Certificate of Agreement for Drug & Alcohol testing management
- Copies of Policies and Procedures, including and not limited to Drug & Alcohol, driver conduct, etc
- Certificate of WMBE (if applicable)
- Ambulatory/Wheelchair Rate Sheets (Attachment E)
- Vehicle Inventory (Attachment F)
- Letters of Reference (Mandatory)
- Corporate Confidentiality Agreement (Attachment H)
- W9 Federal ID Number Certification



SUBCONTRACTOR QUESTIONNAIRE

Questionnaire must be complete and legible. Incomplete and/or illegible Questionnaire's may cause delays or disqualify the Subcontractor from the process.

General Information:

Company Name: _____

Company Physical Address: _____

Company Mailing Address(if different): _____

Owner's Name: _____ Phone Number: _____

Owner's Address: _____

WA Business License # (UBI): _____

For Hire Licensed? (circle one) Yes No

Federal Tax ID #: _____

Business Email: _____

Company Phone Numbers:

 Administrative: _____

 Dispatch: _____

 Billing: _____

 Other: _____

 Fax: _____

How long has your company been in operation? _____

How long has your company been providing medical transportation services in Western Washington? _____

Has your company operated as a Subcontractor before? Yes No

 If Yes, with whom and how long?

Is your company certified as a WMBE (Women & Minority Owned Business Enterprise)? Yes No

Is your company Veteran Owned? Yes No

Is your company currently operating under a DBA ("Doing Business As")? Yes No

 If Yes, under what name? _____ For How Long? _____

How many drivers does the company intend to use under the Subcontract? _____

Principle Officers of Company:

	Name	Title	% of Ownership
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 Owner(s): _____

 Operators: _____

 Investors: _____

Point of Contact for Application/RFQ/Contracts:

Name: _____

Address: _____

Phone: _____

E-mail: _____



SUBCONTRACTOR QUESTIONNAIRE

Vehicle Information: use attached vehicle list if you have more vehicles

Make	Model	Year	Mileage	Lift		Capacity	
				Equipped		Ambulatory	Wheelchair
				Yes	No		
				Yes	No		
				Yes	No		
				Yes	No		
				Yes	No		
				Yes	No		
				Yes	No		
				Yes	No		

Service Area Desired:

In what counties are you interested in providing services? _____

What hours of operation? _____

Request For Qualifications submitted by:

who is a representative of _____

and is recognized as an acting authority and representative of the above mentioned company. By signing this Subcontractor Questionnaire, the above acknowledges that the questionnaire has been completed in its entirety, accurately and in good faith.

Signature of Authorized Representative

Date

RFQ Attachments

- A Insurance Requirements
- B Licensing Requirements
- C Driver Standards and Expectations
- D Vehicle Standards and Requirements
- E Drug and Alcohol Requirements
- F Rate Structure and Rate Sheet
- G Fleet Inventory and Information
- H Request for Criminal History
- I Subcontractor Confidentiality Agreement
- J W9
- K Document Checklist

Insurance requirements

The Subcontractor shall at all times comply with the following insurance requirements:

The Subcontractor shall obtain, maintain and pay for the insurance coverage designated in this Section from insurance companies identified as an admitted insurer/carrier in the State of Washington with a AM Best Report's Rating of B++, Class VII or better. Surplus Lines insurance companies will have a rating of A-, Class VII or better. All such insurance coverage shall be primary to any other insurance coverage available to Paratransit Services, and/or their respective officers, directors, elected or appointed officials, employees, agents and volunteers.

Paratransit Services, HCA, and their respective officers, directors, elected and appointed officials; employees, agents and volunteers shall be designated as "Primary Additional Insured regarding these services only and are subject to policy terms, conditions and & exclusions" on all policies of insurance, General and Auto Liability, for activities performed or operations conducted under Contract with the Broker, so that to the full extent of such insurance, Paratransit Services, HCA, and their respective officers, directors, elected and appointed officials; employees, agents and volunteers shall be insured against claims, risks, and losses in connection with any activity performed or operations conducted by Subcontractor and/or Drivers under Contract with the Broker. A complete certified copy of all required insurance obtained by the Subcontractor with respect to the Broker Contract, including all declarations, amendments and Endorsements, shall be provided to Paratransit Services within ten (10) days of the commencement of the relevant policy period. This certificate will also include an inventory of all covered vehicles. Paratransit Services may notify Subcontractor that additional Agencies need to be added as "Primary Additionally Insured" upon five (5) days of receiving any such complete policy copy. All required insurance policies shall provide that the insurer(s) will give, by certified mail, notice to Paratransit Services at least forty-five (45) days prior to the effective date of any cancellation, lapse, or material change in the policy.

Insurance required to be obtained under Contract with Paratransit Services shall be issued on an "occurrence" basis and shall include a "contractual liability" endorsement covering any liability assumed by the Subcontractor (including under the indemnification requirements set forth in paragraph 3.11 in a written Contract.

Subcontractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate.

Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Subcontractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Publicly Regulated Transportation Providers. For subcontracted transportation providers, where their rates and operations are publicly regulated through RCW 46.72, Transportation of Passengers in For Hire Vehicles, the Contractor must ensure no less than the minimum insurance standards set by law. The Department of Licensing (DOL) requires that for-profit or for-hire business entities have a For-Hire license and For-Hire vehicle certificate.

For subcontracted transportation providers where their rates and operations are publicly regulated through the Washington Utilities and Transportation Commission (UTC) or other regulatory agency, Subcontractors must maintain no less than the minimum insurance standards set by law and comply with state law and regulations of the responsible regulatory agency.

Volunteer Vehicle Insurance. Subcontractors shall ensure that private vehicles used to provide non-emergency medical transportation meet the minimum insurance standards required by state law.

Professional Liability Errors and Omissions. Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

Privacy Breach Response Coverage. Subcontractor must maintain insurance to cover costs incurred in connection with a Breach, or potential Breach, including:

Computer forensics assistance to assess the impact of the Breach or potential Breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with Breach notification laws.

Notification and call center services for individuals affected by a Breach.

Breach resolution and mitigation services for individuals affected by a Breach, including fraud prevention, credit monitoring and identity theft assistance.

Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

The insurance required must be issued by an insurance company/ies authorized to do business within the State of Washington, and must name HCA and the State of Washington, its agents and employees as additional insured's under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Subcontractor must provide written notice of such to Paratransit Services within one (1) Business Day of Subcontractor's receipt of such notice. Failure to buy and maintain the required insurance may, at Paratransit Service's sole option, result in this Contract's termination.

Separation of Insured's. All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

Evidence of Coverage. Subcontractor must submit to Paratransit Services a certificate of insurance that outlines the coverage and limits defined in this Attachment, within 10 (ten) business days of the start/renewal of a policy.

State Industrial Insurance. The Subcontractor, shall comply with the requirements of the Washington State Industrial Insurance law, Title 51 RCW and shall provide Paratransit Services with a copy of the certificate of compliance.

Licensing and Accreditation Standards.

New Subcontractor's shall comply with all applicable local, state and federal licensing and accrediting requirements/standards, necessary in the performance of this Contract. The Subcontractor will submit copies of current Company Licenses, For Hire Certifications and/or permits upon entering into this Contract and annually thereafter.

New Subcontractor's will agree that the business license number or UBI used to obtain the Contract must be used for the duration of the Contract, unless the Subcontractor receives prior approval from the Contract Administrator.

Driver Standards and Expectations

Training. The Subcontractor shall maintain a comprehensive training program for all of its employees or subcontracted drivers who provide service under this Contract. The training program shall ensure that employees or subcontracted drivers who provide service under this Contract are trained in accordance with all municipal, county, HCA, state and federal regulations and other specifications as determined and set forth by the Broker with regard to the licensing, training and certification of personnel. Subcontractor will ensure that its employees or subcontracted drivers providing service under this Contract receive the required training and maintain a training record noting the training, dates of training and agree to track expiration dates for timely renewals. Volunteer drivers are strongly recommended to complete this training. All training must be received through a Broker approved source, i.e., Red Cross, National Safety Council, Transportation Safety Institute or a comparable, experienced Transportation Provider with a Broker-approved in house training program. All training must be completed prior to the execution of the Contract for new service providers. All providers will ensure each driver has completed the required training and that copies of training are sent to the Broker for authorization prior to providing service under the Contract. Training will include, but not be limited to:

- a. ADAPTS (ADA Passenger Techniques and Safety) or PASS
- b. Customer Service Skills
- c. Fire Suppression
- d. Defensive Driving Course, (minimum 4-hour course)
- e. First Aid and CPR Certification (annual or biannual re-certification required)
- f. Employee Substance Abuse Training for Drug and Alcohol (also required for dispatchers and mechanics)
- g. Supervisor Training for Drug and Alcohol
- h. Child Safety Restraint Training – (the proper use and installation of child safety seats)
- i. Blood and Airborne Pathogens Training
- j. Briefing about the program, reporting forms, vehicle operation and the geographic area in which they will be providing service. This is also required for volunteer drivers.
- k. Mandatory New Hire road testing with the type of vehicle the driver will be operating, to also include volunteer drivers.
- l. A Pre-Employment drug test completed on all drivers, dispatchers and mechanics with negative results forwarded to the Broker prior to hiring a prospective employee.
- m. HIPAA Compliance training **Annually** for all staff that are in contact with client PHI.

Qualifications. In addition to training listed above all drivers must meet the following qualifications, as follows:

- a. Driver has an appropriate and valid Washington Driver's license.
- b. Proof of citizenship or approval to work in the U.S. by copy I-9 Form and E-Verify of new hires.

c. Driver is 21 years of age or older and has had a valid driver's license for a minimum of five (5) years.

d. Driver applicant or employee has had no more than one moving violation or at fault accident within the last three years. Verification consists of a three-year Full or Employment driving record. Any driver obtaining more than one moving violation or at fault accident within the previous three year period will be suspended immediately from driving. A driver may be approved to drive again only after one or more of the offenses drop off of the abstract. See paragraph 4.3.

e. Driver completes a fingerprint level background check through the Washington State Patrol and has not been convicted of any of the offenses mentioned in paragraph 4.4.

If Subcontractor is awaiting a completed and documented fingerprint level criminal history background check that qualifies a new driver or volunteer for unsupervised access to children and/or Vulnerable Adults and the Contractor needs to have the new driver or volunteer to begin providing services under this contract; then the Contractor may obtain a WATCH report through the WSP. If the Contractor's Region borders Idaho and/or Oregon, the Contractor may obtain a similar report through an appropriate governmental agency.

f. Driver is reliable and able to drive safely. Drivers must maintain a courteous and polite manner in all dealings with the public and must be sensitive to the needs of people using Non-Emergent Medical Transportation including people with disabilities, people of all sexual orientations, cultural and racial minorities, older persons, children and persons with major illnesses and/or who are medically fragile.

g. Must be able to read, write, and converse in English.

h. Subcontractor must receive prior approval before driver can provide transportation services.

Abstract of Driving Record (ADR)

a. The Subcontractor shall obtain a copy of the Complete ADR from the Department of Licensing (DOL) of all prospective drivers prior to those drivers being hired. If driver has been residing in the State of Washington for less than one year, an ADR will be required to be submitted from previous state of residence. ADR must be no older than 30 days at time of submission. Forward to Broker the ADR and a legible facsimile copy of prospective driver's license. If subsequent to hire, or assigned duties under this Contract, a driver is found to be at fault for any incident that would prohibit him/her from driving, that driver is no longer eligible to perform duties under this Contract. Failure to immediately remove an ineligible driver from driving duties under this Contract shall be grounds for immediate termination of this Contract.

b. The Subcontractor shall conduct ADR checks on all drivers annually, **prior to the expiration date**, and provide the Broker with a copy. However, Paratransit reserves the right to request an ADR at any time.

c. The Subcontractor shall be responsible for ensuring that all their drivers possess a current driver's license at all times and that it has not been suspended due to failure to pay a ticket or appear in court for a traffic violation, etc. Subcontractor is required to complete a monthly check of all their driver's, drivers licenses by searching the driver's license number at the following website: <https://fortress.wa.gov/dol/dolprod/dsdDriverStatusDisplay>. Results will be noted on the Monthly Employee Status Report, under DL Status.

Criminal History. A fingerprint level of criminal history background check will be initiated through the Washington State Patrol (WSP) for all drivers and volunteers prior to their performance of services under

this Contract. Thereafter, a WSP fingerprint level background check shall be performed every three (3) years for all drivers and volunteers that continue to perform services under this Contract. During the intermittent years a Washington Access to Criminal History (WATCH) report shall be obtained through the Washington State Patrol (WSP). These will be completed by the Subcontractor prior to the expiration date. A copy of the mailing receipt for the WSP fingerprint level background check will be submitted to the Broker as proof of submission, as well as the results, when received. A Washington Access to Criminal History (WATCH) report will be performed initially through WSP for all drivers and volunteers that desire to perform services under this Contract prior to receipt of fingerprint level results. The Broker will run initial WATCH background upon receipt of *Exhibit D*, signed and dated by the prospective driver. Drivers and volunteers will be provisionally authorized pending background checks. A Washington Access to Criminal History (WATCH) report does not need to be run if driver or volunteer will not be providing services prior to receipt of fingerprint background checks. Paratransit Services reserves the right to request or run criminal histories on drivers at any time. Any background checks returned showing convictions for any of the following will disqualify the driver: *(For a complete listing of disqualifying convictions consult RCW 43.43.830):*

- a. Felony conviction during any time period.
- b. Crimes against children or other persons; crimes relating to financial exploitation if the victim was a vulnerable adult; crimes relating to drugs as defined in RCW 43.43.830; found in any dependency action under RCW 43.43.825 to have sexually assaulted or exploited any minor or to have physically abused any minor; found by a court in domestic relations proceeding under Title 26 RCW to have sexually abused any minor; found in any disciplinary board final decision to have sexually or physically abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult; or found by a court in a protection proceeding under chapter RCW 74.34, to have abused or financially exploited a vulnerable adult.
- c. Contributing to the delinquency of a minor during any time period.
- d. Conviction involving distribution of a controlled substance during any time period.
- e. Conviction of a Class A, B, or C misdemeanor involving "Offenses against Persons" within the past ten (10) years and Conviction of a Class A, B, or C misdemeanor in all other classifications within the past five (5) years.
- f. Conviction of "Driving under the Influence" (DUI) within the past ten years or more than one DUI during any period of time. Conviction of "Driving While Intoxicated" (DWI) within the past ten (10) years, or more than one DWI during any period of time. This also applies when a DUI/DWI is reduced to a "Negligent Driving" conviction.

Conduct policy that includes at a minimum the following,

Shall:

- a. Act in a professional manner at all times, and are appropriately licensed, qualified, competent and courteous.
- b. Protect client confidentiality, avoid offensive language/topics, maintain an appropriate professional relationship, and treat clients with respect.
- c. Wear, or have visible, easy-to-read proper company photo identification.
- d. Be clean, professional and maintain a neat appearance, at all times.
- e. Exit the vehicle to open and close vehicle doors when passengers enter or exit the vehicle. This shall apply to all commercial drivers.

- f. Provide assistance, as necessary, to or from the main door of the place of destination.
- g. Identify and announce their presence at the specified pick-up location. If a curbside pick-up is not apparent or appropriate drivers shall announce their presence to facility staff.
- h. Assist the passengers in being seated, including the fastening of the seat belt when necessitated by the client's condition, or if requested.
- i. Confirm, prior to transporting client that all passengers are properly secured by their seat belts, wheelchairs are properly secured to the vehicle and all passengers in wheelchairs are properly secured in their chairs.
- j. Provide an appropriate level of assistance to clients when requested, as noted in the client's file, or when necessitated by the client's mobility status and personal condition, including:
 - (i) Door-to-door
 - (ii) Curb-to-curb
 - (iii) Door-through-door
 - (iv) Hand-to-hand
 - (a) For residence, this applies to exterior door of residence.
 - (b) For healthcare facilities, this applies to street-level main reception desk.
 - (v) Passage up and down stairs, without placing the client or driver's personal health and safety in danger
- k. Provide support and direction to passengers as required by the client's mobility status and physical condition such as:
 - (1) Movement of wheelchairs and mobility-limited persons as they enter or exit the vehicle using the wheelchair lift, and
 - (2) Stowage by the driver of mobility aids and folding wheelchairs.
- l. Report to Paratransit Services any form of physical/verbal abuse of clients.

Subcontractor shall have, in writing, a policy to include at a minimum the following expectations,

Shall Not

- a. Make sexually implicit or explicit comments, or solicit sexual favors, or engage in sexual activity.
- b. Respond to or encourage a passenger's sexually implicit or explicit comments, or solicitation of sexual favors, or attempted engagement in sexual activity.
- c. Solicit or accept controlled substances, alcohol, or medications from clients or passengers.
- d. Solicit or accept money or other items of value. Purchase items from or selling items to clients or passengers
- e. Drivers will not purchase anything for passengers, give food or beverages, or make any stops (other than a restroom break or as authorized).

f. Use alcohol, narcotics, or controlled substances, or be under the influence while on duty. Prescribed medication or other substances which have the potential to adversely affect job performance can be used by a driver as long as:

(1) Subcontractor has written documentation from a medical provider licensed to prescribe that the driver's current prescribed medication(s) and other substances which have the potential to adversely affect job performance will not impact the ability of the driver.

(2) The drivers' duties can still be performed in a safe manner.

g. Eat food or consume any beverage, other than water in a closed container while operating the vehicle or while involved in client assistance.

h. Use of tobacco products of any form, including E-cigarettes, in or near the vehicle. The no-smoking rule also applies to all passengers and clients.

i. Transport clients the driver believes to be under the influence.

j. Wear any type of headphones, or watch television or videos while on duty.

k. Be responsible for passenger's personal items.

l. Operate a moving motor vehicle while holding a wireless communication device subject to the requirements established by RCW 46.61.667. Phone calls can only be of an official nature between the driver, dispatcher, Broker and conducted in English.

m. Attempt to influence or restrain clients, their families/guardians, or medical providers from making complaints or reports regarding transportation.

n. Attempt to influence clients, their families/guardians, or medical providers to obtain additional business.

o. The business of Paratransit Services will not be discussed with the public.

p. Have friends or family members in the vehicle at any time, while on duty.

One or more violations of any of the above requirements may be grounds for suspension, termination or legal action at Paratransit Services sole discretion.

Vehicle Standards and Requirements

Subcontractor agrees to comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. This will include, but not be limited to, proper equipment, accessibility, maintenance, seat belts and all equipment necessary to transport clients using wheelchairs or stretchers. Subcontractor is responsible for determining those FTA, Office of Safety and Security Standards that apply to their transportation activities.

Requirements. The Subcontractor shall require that all vehicles used in the transport of Clients, except privately owned, meet or exceed the following regulations and safety standards, including their successors:

- a. Licensing requirements of the Washington Department of Licensing (DOL), to include valid vehicle registration with a use class recorded as either CAB or F/H, For Hire Vehicle certification and insurance carried in the vehicle at all times. The vehicle registration must reflect the Subcontractor or Owner of the Subcontractor as being the registered owner.
- b. Requirements of the Washington Utilities and Transportation Commission (WUTC).
- c. State and federal safety regulations, including safety belt use requirements and exemptions as established in RCW 46.61.688.
- d. Regulations of the Americans with Disabilities Act (ADA).

Subcontractors must assure the comfort and safety of Clients by proper maintenance of their vehicles. This includes, but is not limited to:

- a. Interior and exterior cleanliness of the vehicles.
- b. Smoke and scent free environment within the vehicles.
- c. Appropriate safety equipment must be present and operable, including but not limited to:
 - (i) First Aid Kit.
 - (ii) Biohazard Kit
 - (iii) UL approved Fire Extinguisher.
 - (iv) Reporting Forms.
 - (v) Roadside reflective devices (3)
 - (vi) Flashlight.
 - (vii) Be equipped with appropriate equipment to handle all road conditions.
 - (viii) Step Stool for vans and buses, when appropriate. Stools must be sturdy, stable and able to accommodate a heavy weight load.
 - (ix) Seat Belt Cutter
 - (x) Seat Belt Extenders
 - (xi) Spare tire and jack, when appropriate.
- d. All vehicles are in good operating condition and, at a minimum, will:
 - (i) Be primarily of one main color.
 - (ii) Have functioning, clean and accessible seat-belts for each passenger seat position, seatbelt extensions. Seatbelts shall be stored off the floor when not in use.
 - (iii) Have a functioning horn.
 - (iv) Have working turn signals, headlights, taillights, and windshield wipers.

- (v) Be equipped with climate control systems adequate for the heating and ventilation needs of both driver and passenger, including seats in the back of the vehicle.
- (vi) Have functional door handles on all doors.
- (vii) Have an accurate speedometer and odometer.
- (viii) Have functioning interior light(s) within the passenger compartment.
- (ix) Have adequate sidewall and ceiling covering.
- (x) Have two exterior side view mirrors, one on each side of the vehicle.
- (xi) Have one interior mirror for monitoring the passenger compartment.
- (xii) Have exteriors free from broken mirrors or windows, excessive grime, rust, chipped paint or major dents which detract from the overall appearance.
- (xiii) Have passenger compartments that are clean, free from torn upholstery or floor covering, damaged or broken seats, protruding sharp edges and shall also be free of dirt, oil, grease or litter.
- (xiv) Utilize child safety seats, provided by the client, which meet or exceed applicable State and Federal guidelines in accordance with RCW 46.61.687.
- (xv) Be equipped with a shoulder restraint system at each wheelchair station when the vehicle is capable of carrying 8 passengers or more.
- (xvi) Have a bottom seat cushion.
- (xvii) Have two-way communication system (two-way radio or hands-free cell phone) and is properly used in accordance with RCW 46.61.667.
- (xviii) Properly mounted GPS device on dashboard or windshield.
- (xix) Prominently display company name, phone number and vehicle number with at least 3" lettering, permanently affixed, on each side of the exterior of the vehicle. The vehicle number will also be permanently affixed on the rear of the vehicle.

Vehicles used in the performance of this Contract shall meet the following age requirements:

Sedans and Vans– No More than 10 years old

W/C Vans and buses – No more than 15 years old

Paratransit Services may, at its sole discretion, and after inspection of vehicles, determine which vehicles may be used in the performance of services under this Contract. If a Subcontractor experiences a significant number of vehicle 'breakdowns' in a vehicle aged greater than the stated standards, Paratransit Services will exercise its option to make said vehicle ineligible for use under this Contract.

Wheelchair securement location within a vehicle must be designed to limit movement of an occupied wheelchair when the vehicle is in normal operation. Separate from the wheelchair system, an occupant securement system consisting of (1) a lap belt, or (2) a lap and shoulder belt will be provided.

Vehicle Maintenance and Safety. The Subcontractor shall ensure that all vehicles and equipment used for service under this Contract are maintained in top working condition to minimize breakdowns and reduce the possibility of accidents. The Subcontractor will implement an aggressive maintenance and safety program that includes:

a. A preventive maintenance schedule that incorporates, at a minimum, the schedule recommended by the vehicle manufacturer and/or meets all maintenance requirements imposed by Paratransit Services, or other entity with jurisdiction. Preventive maintenance must occur within 500 miles of manufacturers suggested schedule. This schedule will be submitted to the Contract Administrator for each existing vehicle and when vehicles are added to the fleet.

b. A vehicle maintenance file for each vehicle, which includes records of all maintenance actions, including, (but not limited to), servicing, preventive maintenance inspections, repairs, brake adjustments, lift maintenance, and bodywork. Documentation of maintenance actions should include the date and mileage.

c. Documentation of inspection, repair, and replacement of associated equipment, such as radios. This equipment must be inspected and serviced in accordance with manufacturer recommendations.

d. Documented operational and safety checks (pre and post trip inspection) at the beginning and end of each work day, which include a check of the tires, brakes, lights, fluids, wipers, seat belts, all safety equipment, and a check for vehicle damage. **Trip Inspection Form** may be used and/or modified for this purpose.

Vehicle Inspections. All vehicles must meet all the requirements of Section II and be inspected by Paratransit Services, as follows:

a. Prior to providing service under this Contract. Volunteer vehicles will be inspected by the agency and copies provided to the Broker.

b. On-site, inspection shall be conducted every other year, on odd years. A minimum of ten percent (10%) of Subcontractors fleet will be inspected, which shall consist of five percent (5%) planned and five percent (5%) random inspections. Paratransit Services shall inspect the remainder of the fleet if, during the course of the inspection, more than five percent (5%) of all inspected vehicle do not meet requirements. Subcontractors inspected vehicles shall be rotated with each inspection regardless of whether the inspection is on-site or random.

c. Desk Audit inspections shall be conducted every other year, on even years. A minimum of ten percent (10%) of the Subcontractors vehicles shall be inspected, which shall consist of five percent (5%) planned and five percent (5%) random inspections. Paratransit Services shall inspect the remainder of the fleet if, during the course of the inspection, more than five percent (5%) of all inspected vehicle do not meet requirements. Subcontractors inspected vehicles shall be rotated with each inspection regardless of whether the inspection is on-site or random.

d. When multiple complaints are received on Subcontractor's vehicles during a sixty-day (60) period.

e. An inspection will be conducted on vehicles removed from service as a result of complaints initiated by a client or healthcare facility and following the repair of a vehicle involved in an accident.

f. Records of vehicle inspections conducted by another Medicaid (Apple Health) Broker, City, County or other entity with jurisdiction, and certification that the vehicle passed inspection may be accepted in lieu of Broker's vehicle inspection. A copy must be forwarded to the Contracts Administration Department and must meet or exceed the standards set forth in this Contract.

g. All vehicles, current year excluded, purchased for use under this Contract, meeting the age requirements under paragraph 3.3 must be inspected by a certified mechanic and a copy of the results received prior to Paratransit Services inspecting and approving the vehicle(s). In addition, all wheelchair vehicles must have the lift inspected by an authorized service dealer.

h. When replacing vehicles providers are not authorized to keep the same vehicle number. The number must be different than any other vehicle number ever used.

i. No vehicles shall be substituted for vehicles in use under this Contract or added to a Subcontractor's fleet without prior approval of Paratransit Services. The Vehicle Inventory form shall submitted with this Contract, will be the only authorized vehicles for the duration of the Contract, unless otherwise authorized by the Contract Administrator. In the event a vehicle breaks down a rental vehicle may be used for a short duration however, a copy of the rental agreement must be faxed to the Broker prior to use, for approval, to ensure proper amount of insurance coverage. Additionally, the company name and phone number must be posted on exterior of vehicle by means of a magnetic sign.

j. Any vehicle not passing inspection will be immediately removed from service and must be re-inspected before it is eligible to return to service. The Subcontractor will use a replacement vehicle, if available, to minimize the disruption to the service under such circumstances.

Vehicle inspections may either be conducted at the Subcontractor's facility or some other agreed upon location at no cost to Paratransit Services. To the extent possible, inspections will be scheduled to minimize disruption of the Subcontractor's operations and may be conducted with or without prior notice. The Paratransit Services Vehicle Inspection Form is only for internal use, and is not intended for use by any other party, agency, or contractor. Paratransit Services is not responsible for the unauthorized use of this form. **Payment will NOT be made for any trips provided by an unauthorized vehicle and any payments made to the Subcontractor must be returned. In addition, a financial penalty will be imposed as provided in paragraph 8.6 of the Contract for Transportation Services Attachment 8 – Reporting Standards.**

Paratransit Services review and approval of Subcontractor's vehicles shall in no way create liability in Paratransit Services or relieve Subcontractor of its sole responsibility for proper maintenance and use of its vehicles or any other equipment. Any inspection is solely for Paratransit Services purposes, and does not relieve the Subcontractor from ensuring that vehicles meet ADA and Paratransit Services requirements and are always safe and road worthy when being operated.

One or more violations of any of the above requirements in Section II as determined by Paratransit Services may be grounds for termination or suspension of Subcontractor in Paratransit Services sole discretion.

Drug and Alcohol Program Requirements.

The new subcontractor must

- provide a Drug Free Workplace.
- have or be a member of a Drug and Alcohol Consortium and is required to be in full compliance with testing procedures as described in the Federal Drug and Alcohol Regulations 49 CFR (Testing Procedures) and/or have an equivalent program.
- have a policy statement, specifying standards of conduct and sanctions for violations.

Rate Structure

Non-Emergent Medical Transportation is a Shared-Ride system and it is expected that the Subcontractor develops a "shared ride" rate structure which ensures the possibility of a lesser fee. Shared Ride (fee) typically involves more than one authorized Medicaid passenger traveling in the same vehicle, and in the same general direction.

Paratransit Services does not set subcontractor's rates, instead the potential subcontractor determines what rates are necessary to sustain their operations and submit those to Paratransit Services for review. If the requested rates are significantly higher than acceptable, a negotiation process is initiated until an agreed to amount is determined.

TRANSPORTATION SERVICE PROVIDER RATE SHEET

TYPE OF RATES: REGULAR AFTER HOURS

(To be completed by Broker)

EFFECTIVE FROM TO

PROVIDER NAME:

OFFICE HOURS:

DAYS:

SERVICE HOURS:

DAYS:

PHONE (After Hours):

FAX:

CLIENT MOBILITY AND/OR SERVICE LIMITATIONS

SERVICE AREA (Specific counties you are willing to serve)

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AMBULATORY RATES

BASE RATE
 RATE PER MILE
 SHARED RIDE
 LIFT FEE

WHEELCHAIR RATES

BASE RATE
 RATE PER MILE
 SHARED RIDE

OTHER FEES

WAIT TIME
 DRIVER ASSISTANT

ATTENDANT FEE

PROVIDE WHEELCHAIR

Please review Rate Sheet Definitions for further, detailed rate guidance.

SIGNATURE: _____ DATE: _____
SUBCONTRACTOR REPRESENTATIVE

SIGNATURE: _____ DATE: _____
BROKER REPRESENTATIVE

**REQUEST FOR CRIMINAL HISTORY INFORMATION CHILD/ADULT ABUSE INFORMATION ACT
RCW 43.43.830 THROUGH 43.43.845**

REQUESTING SUBCONTRACTOR:

Company Name _____ Date _____
Requested By _____ Title _____

APPLICANT OF INQUIRY:

Applicant's Name Last First Middle _____
Alias/Maiden Name _____
Date of Birth: ____/____/19____ Sex: Male Female (Circle One)
Social Security Number: ____-____-_____
Driver's License Number/State: ____/____

BACKGROUND SELF DISCLOSURE STATEMENT:

Circle One

1. Have you ever been convicted of any crime?..... Yes No
Felony and gross misdemeanor crimes: _____ State: ____ Date: _____
2. Do you have charges (pending) against you for any crime? Yes No
Felony and gross misdemeanor crimes: _____ State: ____ Date: _____
3. Have you ever received a notice from a court or state agency stating that you have sexually abused, physically abused, neglected, abandoned, or exploited a child, juvenile or adult? Yes No

4. Has a court or state agency ever denied you a contract or license; terminated, revoked or suspended your contract or license; or have you ever given up your contract or license because a court or agency was taking action against you?
.....Yes No
5. Has a court ever written an order of protection or a restraining order lasting more than 30 days against you for abuse, neglect, financial exploitation, domestic violence, or abandonment of a vulnerable adult, juvenile or child?
..... Yes No

I authorize Paratransit Services to investigate my criminal history, which is required pursuant to performing duties under their contract. I hereby release from liability Paratransit Services and its representatives for seeking such information and all other persons, corporations, organizations for furnishing such information.

Applicant Signature _____ Date _____

FOR OFFICE USE ONLY:

Date Received: _____ Date Record Returned to Requesting Subcontractor: _____
Permanent Suspended List Checked: _____ WA DL: _____ NSOP: _____
Applicant is/is not qualified. Initials _____

CONFIDENTIALITY AGREEMENT

(Subcontractor)

AGREEMENT made and entered into as of the date signed by Subcontractor below, by and between PARATRANSIT SERVICES, a Washington non-profit corporation ("Paratransit"), and _____ ("Subcontractor").

RECITALS:

WHEREAS, Paratransit provides transportation services pursuant to contracts with state and federal agencies involving confidential Client information that must be protected.

WHEREAS, as a condition of Subcontractor's contract with Paratransit to provide transportation services to such Clients, Subcontractor must safeguard and protect such Client information and has agreed to do so.

NOW, THEREFORE, it is agreed:

1. INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by this reference and made a part hereof.

2. INDUCEMENT: Subcontractor has entered into this Agreement with Paratransit to induce Paratransit to disclose Client information to Subcontractor that is incidental to and reasonably required to provide transportation services under the contract to such Client(s).

3. CONFIDENTIALITY: Subcontractor shall:

(a) Take all reasonable measures to safeguard and protect from unauthorized disclosure information regarding Clients that it receives from Paratransit or is otherwise obtained in the course of providing transportation services to Clients, including, but not limited to, Client's name, address, telephone number(s), medical information, location of destination(s), and nature of Client's DSHS/HCA or other agency sponsored assistance.

(b) Take all reasonable measures to safeguard and protect from unauthorized disclosure all records, files, paper, software, electronic files, discs, tapes or other communications connected with the administration of its work under or in connection with its contract with Paratransit or DSHS/HCA or other agency programs.

(c) Take all reasonable measures to inform its employees, agents, representatives, independent contract providers and the employees of such independent contractors of these confidentiality requirements and obtain from such persons a separate Confidentiality Agreement in form and substance required by Paratransit. Subcontractor understands and agrees that it is responsible for the actions of such persons as relates to its contract with Paratransit.

4. DAMAGES/INJUNCTIVE RELIEF FOR BREACH: Subcontractor acknowledges, understands and agrees that a breach of this Confidentiality Agreement by Subcontractor or its employees, agents, representatives, independent contract providers and the employees of such independent contractors, may cause or result in serious, substantial and irreparable harm to Clients, Paratransit, the State of Washington and/or others. In addition to, and not in limitation of any other remedies at law or in equity, if this Agreement is breached by Subcontractor (or its employees, agents, representatives, independent contract providers and/or the employees of such independent contractors) Paratransit may terminate and cancel its contract with Subcontractor and/or obtain injunctive relief from Paratransit Services, Request for Qualifications

any court of competent jurisdiction because actual damages will be difficult to ascertain. It is agreed that any bond that may be required to obtain injunctive relief shall not exceed the sum of \$1,000.00.

5. MISCELLANEOUS PROVISIONS: The following provisions apply to this Agreement:

(a) Construction. This Agreement shall be construed and interpreted pursuant to Washington State law and any controversy or interpretation hereof shall be by the state courts of Washington with venue in Kitsap County, WA. The captions throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

(b) Attorney's Fees. In the event of any dispute between the parties arising out of or in connection with this Agreement, the substantially prevailing party in any action or proceeding to resolve the same shall be entitled to recover their costs and expenses incurred, including reasonable attorney's fees.

(c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(d) Non-Waiver. Waiver of a breach of any provision hereof shall not be deemed to be a waiver of a breach of any other provision or a subsequent breach of the same provision.

PARATRANSIT SERVICES:

SUBCONTRACTOR:

By: _____
Name: David Baker
Title: President/CEO
Date: _____

(Print Subcontractor Name)
By: _____
Name: _____
Title: _____
Date: _____