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SNEMT – M2  
SERVICE AREA 2 - SOUTH

1. **COMPENSATION:**

This is a CONTRACT between the COUNTY and the CONTRACTOR for \$928,725 (FY 2018-19), ~~\$928,725 and \$979,501 (FY 2019-20)~~, \$974,930 (\$979,501 and FY 2020-21), ~~\$974,930 and \$850,230 (FY 2021-22)~~ as set forth in Attachment A-~~56~~. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources Accounting  
601 N. Ross St, 6<sup>th</sup> Floor  
Santa Ana, CA 92701

4. **INVOICING INSTRUCTIONS:**

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation.

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**BUDGET**  
**SNEMT – M2**  
**SERVICE AREA 2 - SOUTH**

**1. CONTRACTOR's BUDGET**

**A. Program Budget**

Project Budget Chart Age Well Senior Services, Inc.						
	FY 2018-19	FY 2019-20	FY 2020-21 (July – Dec)	FY 2020-21 (Jan – Mar)	FY 2020-21 (Apr – June)	<u>FY 2021-22</u>
Contract Amount	\$928,725	\$979,501	\$974,930			<u>\$850,230</u>
Service Area 2: South County	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	<u>Fixed Price per Mile</u>
Non-Ambulatory Transportation Services Curb-to-Curb	\$4.06	\$4.06	\$4.06	\$4.06	\$4.06	<u>\$4.06</u>
Non-Ambulatory Transportation Services Door-to-Door	\$5.16	\$5.16	\$5.16	\$5.75	\$5.16	<u>\$5.16</u>
Transportation Services Curb-to-Curb	\$4.77	\$4.77	\$4.77	\$5.50	\$4.77	<u>\$4.77</u>
Transportation Services Door-to-Door	\$5.08	\$5.08	\$5.08	\$5.75	\$5.08	<u>\$5.08</u>
Total Average Price per Mile (Total/4)	\$4.77	\$4.77	\$4.77	\$4.77	\$4.77	<u>\$4.77</u>
Average Annual Estimated Cost Per Trip	\$40.07	\$40.07	\$40.07	\$40.07	\$40.07	<u>\$40.07</u>

**B. Monthly Operating Costs.** Payments for monthly work completed shall be made as follows:

- i. CONTRACTOR shall timely transmit to COUNTY all data required pursuant to this CONTRACT. CONTRACTOR also shall submit an invoice(s) and such other substantiating reports as COUNTY may require, including the

Program Monthly Performance Report, all in a form satisfactory to COUNTY, by the fifteenth (15th) day of each month, showing the prior month's actual services provided. If CONTRACTOR receives funds pursuant to this CONTRACT for more than one service area, each such service area shall be invoiced separately from all other service areas, and separate substantiating reports shall be submitted for each service area. COUNTY shall make monthly payments based on CONTRACTOR's data, invoice(s), and substantiating reports, unless otherwise approved by COUNTY.

- ii. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the COUNTY.
- iii. Whenever CONTRACTOR is not in compliance with any provision of this CONTRACT, COUNTY may withhold payment until such time as CONTRACTOR comes into compliance.
- iv. COUNTY also reserves the right to refuse payment to CONTRACTOR or to later disallow costs for any expenditure determined by COUNTY not to be in compliance with this CONTRACT, or unrelated to activities for which this CONTRACT provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to CONTRACTOR may be refused until COUNTY receives reimbursement for any CONTRACTOR outstanding disallowed costs.
- v. Total Monthly Costs may exceed one-twelfth of the maximum obligation of COUNTY. Upon receipt of sufficient written justification from the CONTRACTOR, as determined in the sole discretion of the COUNTY, or designee, the COUNTY has the discretion, in any given month, to pay over the monthly one-twelfth of the maximum obligation of COUNTY as stated in this Attachment C-~~3~~-7 "Budget." Maximum Obligation of COUNTY. Notwithstanding the above, the total amount of compensation approved during the term of the CONTRACT shall not exceed the maximum obligation of COUNTY as described in Paragraph 4 of this CONTRACT.

- C. Full Compensation. CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder.

- D. Reallocation of Funds. COUNTY reserves the right to reallocate the available program funds to other service areas based on CONTRACTOR performance or client demand.
- E. Program Income. This is defined as gross income received by CONTRACTOR directly generated from client user fees and cash contributions from donations and/or fundraising under the SNEMT Program.
- i. CONTRACTOR shall comply with all regulations concerning reporting and payment procedures for Program Income.
  - ii. All Program Income accrued on a monthly basis will be utilized to enhance program services under the SNEMT Program.
  - iii. Prior to CONTRACTOR receiving monthly reimbursement from COUNTY, remaining balance of Program Income will reduce monthly reimbursement by said amount.
- F. Temporary Rate Increase Due to COVID-19. This is defined as the negotiated temporary rate increase for each trip type under the program in order to help support transportation services during the COVID-19 pandemic. Effective January 1, 2021 through March 31, 2021, all program expenses related to COVID-19 must be detailed in the Contractor's SNEMT invoices. OoA will provide new invoice templates to help fulfill proper reporting of services rendered during the pandemic.

## 2. Payment Terms – Payment in Arrears

- A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this CONTRACT. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.
- B. Invoices shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse the County of Orange for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet CONTRACT requirements.
- C. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.

## 3. Price Increase/Decrease:

No price increases will be permitted during the first year of the CONTRACT. The COUNTY requires bona fide proof of cost increases on CONTRACTs prior to any price adjustment. The percentage of any price increase cannot exceed the percentage of increase in the



Consumer Price Index for the corresponding time period. On an annual basis or when deemed necessary due to changes in the cost of transportation, the COUNTY will evaluate the Bureau of Labor Statistics Los Angeles-Riverside-Orange County Private Transportation Consumer Price Index (CPI) to determine if a cost increase is necessary and warranted. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price CONTRACTs or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the CONTRACT. Adjustments increasing the CONTRACTOR's profit will not be allowed.