

**SIXTH SEVENTH AMENDMENT****CONTRACT No. 17-27-0006-M2****BETWEEN THE COUNTY OF ORANGE****AND****AGE WELL SENIOR SERVICES, INC.****FOR****SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES –  
SERVICE AREA 2 – SOUTH COUNTY***(Funded by Measure M2)*

This Amendment to Contract No. 17-27-0006-M2, hereinafter referred to as "**Sixth Seventh** Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Age Well Senior Services, Inc., DUNS # 792315459, a California non-profit corporation, with a place of business at 23101 Lake Center Drive, Suite 325; Lake Forest, CA 92630; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

**RECITALS**

**WHEREAS**, County and Contractor entered into Contract No. 17-27-0006-M2, hereinafter referred to as "original Contract," for the provision of Senior Non-Emergency Medical Transportation Program (SNEMT) in Service Area 2, South County, commencing July 1, 2017 through June 30, 2018 in the amount not to exceed \$954,272; and

**WHEREAS**, on February 7, 2018, the Parties authorized the execution of the First Amendment to the original Contract to increase the Contract by \$20,864, for a new maximum obligation of \$975,136, updated Paragraph 4 of the Contract, replaced Attachment A, Scope of Services, with Attachment A1, replaced Attachment B, Compensation/Payment, with Attachment B-1 and replaced Attachment C, Budget, with Attachment C-1; and

**WHEREAS**, on June 26, 2018 the Parties authorized the execution of the Second Amendment to the original Contract to renew Contract term for an additional two-year period, effective July 1, 2018 through June 30, 2020; and revised Paragraph 2 of the Contract to reflect the new Contract term; increased the Contract amount by the monetary amount of \$904,078 commencing on July 1, 2018 through June 30, 2019 and the monetary amount of \$929,585 commencing on July 1, 2019 through June 30, 2020 for an aggregate Contract amount not to

exceed \$1,833,663 for a total cumulative Contract amount of \$2,808,799, replaced Attachment A-1, Scope of Services, with Attachment A-2, replaced Attachment B-1, Compensation/Payment, with Attachment B-2, replaced Attachment C-1, Budget, with Attachment C-2; and

**WHEREAS**, on September 19, 2018 the Parties authorized the execution of the Third Amendment to the original Contract to increase the Contract amount by the monetary amount of \$24,647 under FY 2018-19 for an aggregate Contract amount not to exceed \$928,725 and for a total cumulative Contract amount of \$2,833,446; and replaced Attachment A-2, Scope of Services, with Attachment A-3, and replaced Attachment B-2, Compensation/Payment, with Attachment B-3, and replaced Attachment C-2, Budget, with Attachment C-3; and

**WHEREAS**, on October 31, 2019, the County executed the Fourth Amendment to amend the original Contract to increase the CONTRACT monetary amount of \$49,916 under FY 2019-20 for a new maximum obligation of \$979,501 and for a new total cumulative Contract amount of \$2,883,362; and modified Paragraph 21 Notices – For Contractor; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-3, Budget, with Attachment C-4; and

**WHEREAS**, on May 19, 2020, the County executed the Fifth Amendment to amend the original Contract to renew the Contract for an additional one-year period, effective July 1, 2020 through June 30, 2021, and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$974,930 for FY 2020-21 for a new total cumulative Contract amount of \$3,858,292; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-4, Budget, with Attachment C-5; and replaced Attachment D, Staffing Plan with Attachment D-1; and

**WHEREAS**, on January 27, 2021, the Parties now desire County executed the Sixth Amendment to amend the original Contract ~~to and~~ temporarily increased mileage rates with no cost increase to the maximum obligation; and replaced Attachment C-5, Budget, with Attachment C-6; and

**WHEREAS**, the County now desires to amend the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revise Paragraph 2 of the Contract to reflect the new Contract term; and increase the Contract by the monetary amount of \$850,230 under FY 2021-22 for a total cumulative Contract amount of \$4,708,522; and replace Attachment A-5, Scope of Services, with Attachment A-6; and replace Attachment B-5, Compensation/Payment, with Attachment B-6; and replace Attachment C-6, Budget, with Attachment C-7; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby renewed for the period of July 1, 2021 through June 30, 2022, unless otherwise terminated by the County under the terms of the Contract.
2. The Contract Maximum Obligation, set forth in Paragraph 4 of this Contract, is hereby increased during the renewal period by \$850,230 for a cumulative total amount of \$4,708,522.
3. Attachment A-5, Scope of Services, shall be replaced with Attachment A-6.
4. Attachment B-5, Payment/Compensation, shall be replaced with Attachment B-6.
- ~~4.5.~~ Attachment C-~~56~~, Budget, shall be replaced with Attachment C-~~67~~.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this ~~Sixth~~ Seventh Amendment on the dates with their respective signatures:

\*Age Well Senior Services, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the Contractor to a Contract, must sign on one of the lines above.

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**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dylan Wright, Director  
OC Community Resources

**APPROVED AS TO FORM**  
**DEPUTY COUNTY COUNSEL**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
DEPUTY COUNTY COUNSEL



SCOPE OF SERVICES  
SNEMT – M2  
SERVICE AREA 2 - SOUTH

**1. CONTRACTOR'S SCOPE OF SERVICES**

FY 2018-19 Total Units of Service:

- Annual Estimated Number of Miles 194,701
- Annual Estimate Number of Trips 23,177

FY 2019-20 Total Units of Service:

- Annual Estimated Number of Miles 205,346
- Annual Estimate Number of Trips 24,446

FY ~~2019~~2020-~~201~~ Total Units of Service:

- Annual Estimated Number of Miles 204,388
- Annual Estimate Number of Trips 24,331

FY 2021-22 Total Units of Service:

- Annual Estimated Number of Miles 178,245
- Annual Estimate Number of Trips 21,219

- A. Description: the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age sixty (60) and older adults who lack other reasonable means of medical-related transportation. The program utilizes appropriate vehicles on a cost per mile basis. The SNEMT funding comes from Tobacco Settlement Revenues (TSR), and Measure M2, among three (3) Service Areas in the COUNTY.
- B. Services pursuant to Attachments A-~~5-6~~ and B-~~56~~. CONTRACTOR agrees to provide services as described in this SNEMT Scope of Services in Paragraphs 1 – 17, and SNEMT Policies and Procedures in Paragraph 18, below.
- C. These services shall be provided at the firm fixed price fully detailed in the CONTRACTOR's Budget. CONTRACTOR shall operate continuously throughout the term of this CONTRACT with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. CONTRACTOR agrees to submit to COUNTY PROJECT MANAGER, upon request, a list of persons, including employees, sub-contractors and volunteers, who are to

provide such services, and any changes to said list, by name, title, professional degree, and experience.

- D. Additional services. CONTRACTOR also shall provide the following services to older adults to whom it provides the services described in 1.A.above: With the consent of the older adult, or his or her representative, CONTRACTOR shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older adult, or the household of the older adult, in imminent danger. Nothing in this Attachment A-3 shall be construed to limit CONTRACTOR's responsibilities for elder abuse reporting as set forth in Paragraph 41 "F" of this CONTRACT.
- E. Coordination of services. CONTRACTOR shall assure that all services funded under this CONTRACT are coordinated with other appropriate services in the community and that services funded under this CONTRACT do not constitute unnecessary duplications of services provided by other sources.
- F. Coordination of resources. CONTRACTOR shall work collaboratively with OoA, particularly the Information and Assistance Program (I&A), to ensure that SNEMT clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

## 2. PERFORMANCE BOND

All CONTRACTORs must either have a minimum of five (5) years' experience in providing services comparable to that in the scope of work, i.e. transporting older adults; or must provide a performance bond in an amount equal to the estimated amount of the CONTRACT within ten COUNTY working days of notification prior to the CONTRACT award. The COUNTY shall return the bond to the CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

## 3. Confidentiality of Service Recipients

- A. Protection from unauthorized disclosure. CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information of service recipients receiving services pursuant to this CONTRACT, and information about, or obtained from said service recipients, except for statistical information not identifying any service recipient.
- B. Use of information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this CONTRACT.
- C. Transmittal of requests for disclosure. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of identifying information not authorized by the subject of such information.
- D. Nondisclosure by CONTRACTOR. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this CONTRACT or authorized by the service recipient, any such identifying information to anyone other than COUNTY or the State

of California without prior written authorization from COUNTY or the State, except when subpoenaed by a court.

- E. Blanket authorizations or blank releases. CONTRACTOR may allow clients to authorize the release of information to specific entities, but shall not request or encourage any service recipient to give a blanket authorization or sign a blank release, nor shall the CONTRACTOR accept such from any service recipient.
  - F. Identity. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the service recipient, such as finger or voice print or a photograph.
  - G. Furnishing information as required by government CONTRACTs. The provisions of this Section shall not restrict CONTRACTOR's obligation to provide information required under this or any of its other COUNTY, State or federal contracts.
4. Evaluation and Monitoring:
- A. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of CONTRACTOR during the term of this CONTRACT at any time during normal business hours.
  - B. Access to books and records. During normal business hours, CONTRACTOR shall provide access to COUNTY, the federal and State grantor agencies, the Controller General of the United States, and any duly authorized COUNTY, federal or State representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this CONTRACT, for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR shall include this requirement in any subcontracts to be funded in whole or in part by funds provided pursuant to this CONTRACT.
  - C. Evaluating, monitoring and assessing CONTRACTOR's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate CONTRACTOR's performance pursuant to this CONTRACT. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.
  - D. CONTRACTOR cooperation. CONTRACTOR shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.
  - E. Failure to comply. Failure by CONTRACTOR to meet the conditions necessary for an evaluation will be sufficient grounds for COUNTY to withhold and/or delay reimbursement or to terminate this CONTRACT.
5. Definitions:
- A. Orange County Office on Aging (OoA), the designated Area Agency on Aging for Orange County.

- B. "Information & Assistance [I&A]" means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.
- C. "Subcontractor" means any entity that furnishes to CONTRACTOR services or supplies relative to this CONTRACT.
- D. "COUNTY PROJECT MANAGER" means the COUNTY shall appoint a PROJECT MANAGER to act as a liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with CONTRACTOR.
- E. "COUNTY's CONTRACT ADMINISTRATOR" means the "CONTRACT ADMINISTRATOR" who shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.

## 6. Overview of Service Delivery Expectations

The purpose of the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age 60 and older adults who lack other reasonable means of medical-related transportation. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis.

CONTRACTOR(s) will offer at a minimum both door-to-door and curb-to-curb services and ensure that non-ambulatory accessible vehicles are available upon request. Service delivery is based upon the needs of the individuals served. Each CONTRACTOR, depending upon their geographic service area, will provide the greatest number of annual trips possible by utilizing a community-based vehicle dispatch model with a fixed price per mile reimbursement.

CONTRACTOR(s) will implement trip prioritization procedures if it is deemed necessary by the Office on Aging in order to ensure that the program operates within the authorized funding amount, utilizing the trip priority categories stipulated in the Senior Non-Emergency Medical Transportation Program Policies and Procedures.

In the event that quarterly actual expenditures exceed or are within 25% of the amount of funding dedicated to the program, the Office on Aging will have authorization to prioritize trips.

Trip prioritization will include the flexibility to leverage trips with other transportation resources to maximize program services and ensure that SNEMT serves as many seniors as possible. An example of leveraging trips with other resources is as follows: a client requiring trip services to chemotherapy may utilize other specialized transportation services to the medical appointment destination and utilize SNEMT transportation services for the return trip.

Once trip prioritization has been activated, it will remain in effect for 12 months. At the end of 12 months, the need for prioritization will be reevaluated by the Office on Aging to determine if deactivation of prioritization is appropriate. If sufficient funding is available, all eligible older adults will be served, even if trip prioritization is still activated.



CONTRACTOR (s) will provide all management, personnel, client intakes, marketing and outreach, scheduling, dispatching, driving responsibilities, telecommunications equipment, road supervision, computer software and hardware, and back-up vehicles necessary for the operation of the Senior Non-Emergency Medical Transportation Program.

## 7. **SNEMT Performance Outcomes**

The following Performance Outcomes have been identified for this transportation program:

- To provide older adults with non-emergency medical transportation on a daily, weekly, and/or monthly basis;
- To provide wheelchair accessible services which are safe and reliable;
- To enable older adults to access preventive medical services to maintain and/or improve their overall health;
- To help older adults decrease hospitalizations and delay premature institutionalization;
- To increase the availability of transportation services to older adults in Orange County; and
- To seek out matching funds through funding streams, donations and or other means of fund leveraging to support ongoing SNEMT services.

## 8. **Service Areas**

Geographic service areas represent the North, South and Central/West parts of the County.

- **Area 1, North County**, includes the following cities, communities, and County unincorporated areas: Anaheim, Brea, Buena Park, El Modena, Fullerton, La Habra, La Palma, Olinda, Olive, Orange, Orange Hills, Orange Park Acres, Placentia, Villa Park and Yorba Linda.
- **Area 2, South County**, includes the following cities, communities, and County unincorporated areas: Aliso Viejo, Coto de Caza, Dana Point, Dove Canyon, Irvine, Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Flores, Mission Viejo, Modjeska Canyon, Newport Beach, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana Heights, Santiago Canyon, Silverado Canyon, and Trabuco Canyon.
- **Area 3, Central/West County**, includes the following cities, communities, and County unincorporated areas: Costa Mesa, Cowan Heights, Cypress, Fountain Valley, Garden Grove, Huntington Beach, Lemon Heights, Los Alamitos, Midway City, North Tustin, Rossmoor, Santa Ana, Seal Beach, Stanton, Sunset Beach, Surfside, Tustin, and Westminster.

## 9. **Marketing and Outreach**

CONTRACTOR shall identify culturally and linguistically appropriate measures for reaching older adults in need of transportation and determine procedures for implementation of outreach, which may include, but is not limited to, brochures, flyers, and public presentations.

In order to ensure effective collaboration and coordination of services, a CONTRACTOR shall be required to submit drafts of all printed materials related to outreach and marketing of OoA Senior Non-Emergency Medical Transportation Fixed-Price Per Mile Program services to OoA for approval before publication and dissemination.

## 10. Program Policies and Procedures

CONTRACTOR's SNEMT program shall be operated in conformity with the mandatory policies and procedures developed for the program.

## 11. Program Requirements

### A. Trip Purpose:

CONTRACTOR will only transport Clients for approved trips for non-emergency medical purposes. Such purposes may include but are not limited to: appointments with medical practitioners, outpatient services, lab testing, dental, vision, rehabilitation and therapy, health education, mental health counseling and the securing of prescription drugs and devices. The purpose of the SNEMT Program is to assist the Client to live independently through access to appropriate medical care. All trips that are not medically related are ineligible.

### B. Client Fares or User Fees

CONTRACTOR will either charge a \$2.00 user fee per one-way trip or obtain donations or contributions equal to \$2.00 per one-way trip. A Low Income Waiver may be granted to clients experiencing extenuating financial circumstances.

### C. Non-ambulatory Accessible Vehicles

CONTRACTOR shall provide non-ambulatory accessible vehicles as required by the individual needs of the enrolled clients.

### D. Trip Length

CONTRACTOR shall provide a maximum trip length not to exceed 15 miles. Trip time will be limited to forty-five minutes maximum. Exceptions to the 15 mile limit include the following destinations:

- Long Beach Veterans Administration Hospital
- Kaiser Lakeview in Anaheim
- Kaiser Anaheim Medical Center in Anaheim
- UCI Medical Center in Orange
- Hoag Hospital Newport Beach
- Hoag Hospital Irvine
- St. Joseph's Hospital in Orange
- Kaiser in Irvine
- Newport Beach Dialysis Center
- Whitaker Wellness Institute in Newport Beach
- Other medical destinations as deemed appropriate by the Office on Aging

Out of COUNTY trips must be within a 10 mile radius of the client's residence, or as approved by the Office on Aging.

### E. Trip Limits

Client trips will be limited to 16 one-way trips per client, per month with the ability to exceed trip limit, however the CONTRACTOR may waive the trip limit based on client need. Contractor will provide methodology proposed to track individual client monthly trips to ensure the 16 trip maximum is enforced and to maintain documentation to support trip limit waivers. At the request of the Office on Aging, the CONTRACTOR will implement Client Priority Criteria as outlined in SNEMT Policies and Procedures.

F. Client Satisfaction Surveys

The OoA will conduct an annual multi-language customer satisfaction survey as needed. Results of the survey will be distributed in a report as deemed appropriate by the Office on Aging.

G. Personal Care Attendants

CONTRACTOR shall not count personal care attendants as individual trips but may count them as a passenger transported. Personal care attendants will not be charged a user fee.

H. Trip Sheets or Route Manifest

CONTRACTOR shall identify methods used to document designated trips, addresses of pick-up and drop off points, clients, miles and times for pick up and drop off, no-shows, and cancellations. CONTRACTOR will maintain trip sheets and route manifests at a program office or facility within Orange County. Trip sheets and route manifests will be subject to review by the OoA.

I. Shared Rides

In the event that multiple passengers can be carried at the same time without any passenger riding for more than 45 minutes, mileage for the shared rides will be determined in the following manner: The shortest possible route distance for each passenger will be determined using scheduling software or a mapping system such as Mapquest® or Google Maps®. The shortest possible route distance for each passenger utilizing the shared ride will be reported on the trip sheet summary included with the monthly invoice.

J. One-Time-Only Funds

One-Time Only funds may be expended solely to provide non-emergency medical transportation baseline services for the SNEMT program.

**12. Service Data Collection, Recording and Reporting Requirements**

CONTRACTOR shall be required to collect, record, and report data necessary to meet OoA requirements in a manner consistent with the OoA requirements concerning the confidentiality of client names and addresses. Such reports shall be submitted to the OoA on a monthly basis no later than fifteen days following the end of the month for which the report is due. Such reports shall be provided on forms or in a format deemed necessary by the OoA. Other program reports will be due within fifteen days of a written request from the OoA.

CONTRACTOR shall establish procedures to ensure the accuracy and authenticity of the number of eligible clients participating in the program. Such procedures shall be kept on file at the CONTRACTOR's site within Orange County. OoA Senior Non-Emergency Medical Transportation Program records and reports shall be made available for audit, assessment, or inspection by authorized representatives of OoA. Information obtained from a participant's records shall be maintained in a confidential manner.

A. CONTRACTOR SNEMT Database

CONTRACTOR shall be responsible for implementing and maintaining a COUNTY-approved database which shall be used to record and maintain data pertaining to this program, including, but not limited to: client contact information, application data, and travel records for each client approved for participation in the SNEMT Program; operating statistics, such as numbers of passengers per hour and miles per trip; financial data and records of grievances and the investigation and resolution thereof. The COUNTY may, at its discretion, modify or add to these data requirements.

B. Program Monthly Performance Report

1. Content

On a monthly basis, a report documenting the services provided, performance and fund expenditure of each contracted transportation program shall be due to the Program Manager.

Monthly Performance Report data will be submitted on the form provided by the Office on Aging, and submitted in electronic form. A separate Monthly Performance Report shall be submitted for each funding source (TSR and M2).

2. Timing & Submission

The Program Monthly Performance Report shall be submitted by email to the designated contract analyst prior to 5:00 p.m. local time on the fifteenth calendar day of the month following the end of the month for which the report is due.

C. Monthly Invoices

1. Content

The monthly invoices shall include a trip sheet summary that tabulates the total client mileage by tenths of a mile for each of the four types of transportation in the Service Area(s) for the month. Each mileage total shall be multiplied by the corresponding mileage rate to determine that month's billing for each transportation type. The four amounts in each Service Area will be added together to determine the total billing for each Service Area for the month. If a CONTRACTOR is providing transportation in more than one Service Area, the CONTRACTOR will provide an individual trip sheet summary and invoice for each Service Area. A separate trip sheet summary and invoice shall be submitted for each funding source (TSR and M2).

CONTRACTOR shall provide mileage verification data obtained through MapQuest®, Google Maps®, or similar software as back-up for 100% billed

trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the “to” and “from” destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging.

2. Timing & Submission

The Monthly Invoice shall be submitted prior to 5:00 p.m. on the fifteenth calendar day of each month as a printed-paper copy signed in blue ink by an authorized signer and delivered to:

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

**13. Fiscal Requirements**

CONTRACTOR shall maintain and submit records, statistical information, and financial reports, including invoices, in a form and format required by the County of Orange or OoA. The format may specify paper or electronic transfer. Monthly reports and invoices shall be submitted no later than fifteen calendar days following the end of the month for which the expenditures were incurred. Other fiscal reports will be due within fifteen calendar days of a written request from the OoA.

CONTRACTOR shall maintain separate accounting records for this program.

**14. Service Delivery Requirements.**

The following sections describe in detail the work activity required by this program. All CONTRACTORS will be expected to fulfill the work activity requirements in these areas.

A. Staff Requirements & Policies

CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of SNEMT services. OoA recognizes that a high quality operation begins with key personnel. Therefore, a minimum level of required staffing is described for the positions and functions described below.

1. Program Manager/Director

The program manager/director will be in charge of all management and day-to-day operations of the CONTRACTOR’s SNEMT program. The position will maintain consistent and sufficient contact and communication with the OoA and be responsible for all CONTRACT obligations.

2. Transportation Coordinator

The transportation coordinator will be responsible for interactions with the community in programs related to senior transportation, assessing older adult

clients for program enrollment, referring seniors to alternative transportation services, coordinating SNEMT trips for eligible clients, tracking required statistical data, marketing the program services and record keeping for the program.

### 3. Drivers

Drivers must meet the following minimum standards:

- Must be legally licensed and certified, as appropriate, for the vehicle being operated.
- Drivers operating buses shall have a valid Class B license with a P endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, State, or local regulations.
- Drivers operating taxicabs must be certified through OCTAP.
- Must be in good standing with the DMV and not have more than two (2) moving violations within the thirty-six (36) month period preceding operation of the SNEMT service.
- Drivers cannot have a Motor Vehicle Record that contains any two point violation; or has outstanding failure to appear or failure to pay violations.
- Must be able to speak, understand, and read English.
- Drivers are required to treat all passengers with respect and courtesy.

### 4. Reservations, Scheduling, Dispatch and Routing

#### a. Reservations and Scheduling

CONTRACTOR shall provide qualified and trained personnel to answer and properly respond to all telephone, facsimile and TDD calls for SNEMT trip reservations, cancellations, ride check status, service inquiries, and general information requests.

When calls are received from non-English speaking clients, bilingual staff or an appropriate translation service (such as the ATT Language Line) shall be used.

The assigned scheduling staff will also review, coordinate and adjust all vehicle itineraries prior to the service day, initiate call-backs of SNEMT passengers as needed to adjust scheduled services, monitor and coordinate service resources to maximize system efficiency and performance, track cancellations and no-shows.

CONTRACTOR staff responsible to take reservations shall be on duty during the hours of 8:00 A.M. to 5:00 P.M. on weekdays. Contractor shall assign staff to be on-duty to handle cancellations and ride check status calls during the hours of 7:00 A.M. to 6:00 P.M. on weekdays. During periods when reservations staff are busy and during non-office hours, cancellations may also be taken by voice mail or other telephone message device.

#### b. Dispatching

CONTRACTOR shall provide qualified and trained personnel to:

- Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- Assist drivers while they are in service to carry out the assigned trips on-time, providing address assistance and telephoning passengers as needed;
- Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and,
- Ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are handled and performed in accordance with OoA policies and procedures.

Dispatching staff are to be on-duty from the time the first SNEMT vehicle is in service until the last SNEMT vehicle is out of service.

Dispatch staff will also ensure that:

- All voice radio communications that pertain to SNEMT comply with FCC rules and regulations, and that regulations are enforced;
- Average hold times on ride check calls are maintained at no more than two (2) minutes; and

The OoA “no stranded passengers” policy is enforced.

#### B. Telephone and Radio Systems

Voice telephone services are to be provided for trip requests, customer information and other service inquiries. The system shall also have voicemail available to cancel trips made during hours when staff is not available.

CONTRACTOR shall maintain all communications equipment in good working order.

The CONTRACTOR shall operate and maintain a telecommunications system that endeavors to ensure that riders, and agencies calling on behalf of riders, are not on hold for more than two minutes.

Sufficient telephone lines will be provided to support the volume of calls necessary to provide a range of 3 to 5 thousand rides per month. The telephone lines shall be toll free from all locations within 15 miles of CONTRACTOR’s Service Area.

CONTRACTOR is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the CONTRACTOR’s administrative requirements so that designated customer service and scheduling/dispatch telephone lines are not utilized for administrative purposes.

CONTRACTOR is required to provide a facsimile machine installed on a dedicated telephone line. This facsimile does not have to be dedicated to the SNEMT program.

#### C. Computer System

CONTRACTORS are required to transmit performance and outcomes data electronically during the course of the CONTRACT period. CONTRACTOR shall have e-mail service to allow the transmission and receipt of e-mail messages with data attachments.

CONTRACTOR shall provide all software necessary to support the operation of the SNEMT program. CONTRACTOR is responsible for providing data in a format compatible with the OoA operating environment.

CONTRACTOR shall provide all computer hardware, and network servers to support computing and local network services at CONTRACTOR site. CONTRACTOR shall be responsible for the installation, administration, and maintenance of all computer equipment, computer network, computer software, operating systems, and peripherals at CONTRACTOR's site.

D. Routing

Dispatch will provide drivers with the most cost-efficient route possible from the passenger's residence to their scheduled destination while maintaining trip time considerations of no more than 45 minutes for a 15 mile trip length. OoA will verify trip routes as needed to confirm that the terms and conditions of the Senior Non-Emergency Medical Transportation Program are being met and it will be CONTRACTOR's responsibility to provide the actual route information per trip when requested.

## 15. Vehicle Operations

A. Driver Trip Sheets and Mileage

OoA will approve the trip sheet format for the SNEMT program which will be developed by CONTRACTOR. Mileage readings on the Driver's Trip Sheet will indicate the actual per trip miles from pick-up point to drop-off point. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves and at the first scheduled pick-up. The ending odometer readings will be recorded at the time of the last drop off and upon returning to the yard or vehicle resting location.

Driver Trip Sheets will at a minimum also include:

- Passenger name, scheduled time and address of pick-up
- Actual time driver arrived at location of pick-up
- Address of passenger drop-off
- Actual time driver dropped off passenger
- No Shows and trip cancellations, should they apply
- Any unscheduled trips or stops that may occur

CONTRACTOR shall organize and file trip sheets by date. All original trip sheets will be maintained by the CONTRACTOR and kept within an Orange County location for review by OoA during normal working hours of 8:00 A.M. to 5:00 P.M., Monday



through Friday. A Trip Sheet Summary will be sent to the OoA with the Monthly Report and invoice by the 15th calendar day of the following month.

B. Vehicles

CONTRACTOR will provide a sufficient number of vehicles and drivers to deliver services and meet the requirements of the program. This number will be determined by the scheduling of trips and the capacity of the vehicles proposed for this service. Determination of the number of vehicles required to provide these services is the responsibility of the CONTRACTOR.

CONTRACTOR shall provide sufficient vehicles for back-up due to breakdowns or accidents and on-street driver relief as needed.

CONTRACTORS proposing to use taxis must comply with OCTAP regulations and must provide accessible services to passengers upon request. (OCTAP regulations can be found at: <http://www.octap.net/regulations.pdf>).

Taxi vehicles must be certified through OCTAP.

C. Facilities, Vehicles & Vehicle Maintenance Services

I. Vehicle Inspection

CONTRACTOR shall establish an inspection procedure that ensures that each vehicle that is in service is inspected before first pick-up and at the end of each service day. CONTRACT shall maintain records of the inspections at the program office for review at the discretion of the OoA.

II. Facilities and Vehicle Maintenance

SNEMT services shall be operated from a facility provided by CONTRACTOR. Vehicle maintenance shall be provided by CONTRACTOR staff or CONTRACTOR's vendor. CONTRACTOR shall conduct vehicle maintenance and repair operations so that a sufficient number of vehicles are available during operating hours to meet the client demand for transportation.

III. Administrative and Clerical Office Space

CONTRACTOR shall provide administrative and clerical office space suitable to accommodate the personnel necessary to operate the SNEMT service and to maintain and keep all necessary data and records. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the SNEMT service.

IV. Reservations, Scheduling and Dispatch Office Space

CONTRACTOR shall provide reservations, scheduling and dispatch office space suitable to accommodate the personnel necessary to operate the reservations, scheduling and dispatch functions of the SNEMT service. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the reservations, scheduling and dispatch functions of the SNEMT service.

V. Transportation Coordinator Office Space

Suitable office space shall be dedicated and functionally organized to accommodate the Transportation Coordinator, allowing for confidential conversations to take place with potential clients and security of client applications or data containing personal client information.

#### VI. Maintenance Facilities

CONTRACTOR shall comply with OSHA regulations. CONTRACTOR will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations. Contractor shall comply with all State Water Resources Control Board Nonpoint Source (NPS) Pollution Control Plan requirements under the Federal Clean Water Act.

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks required. CONTRACTOR is required to provide all necessary fuels, lubricants, materials, parts and labor for the maintenance of SNEMT vehicles.

If vehicles with a capacity of ten or more passengers are used to provide SNEMT services, the CONTRACTOR shall ensure that the ten-or-more passenger vehicles meet all standards required to pass a CHP Terminal Inspection. Ten-or-more passenger vehicles shall receive and pass a yearly CHP Terminal Inspection.

CONTRACTORS may use a third party for maintenance.

At the CONTRACTOR's expense, the Office on Aging will randomly select vehicles from the CONTRACTOR's and subcontractor's fleet to receive an annual vehicle inspection at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).



#### VII. Red Tagged Vehicles

The OoA may, during normally scheduled monitoring visits, or, as a follow-up to a client complaint, inspect any vehicles used by CONTRACTOR to transport clients. If, in the opinion of the OoA, a vehicle does not meet OoA safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by CONTRACTOR and verified by OoA.

A vehicle may be "red tagged" by OoA if any of the following occurs:

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift inoperative

- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects, bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Coolant leaks
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts
- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety, vehicle operations regulations
- Any other safety or maintenance item which may endanger the safety of SNEMT clients

#### VIII. Vehicle Cleanliness

To facilitate customer service, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

Daily Vehicle Cleanliness Standards:

Interior vehicle cleaning will be done on a daily basis with the exterior being washed at a minimum weekly or as needed. Daily cleaning will include:

- Clean inside of all windows, remove fingerprints and head prints
- Remove dust from seats and dashboards
- Sweep or vacuum all floor areas, mop up any spills
- Ensure vehicle is free from all paper, gum, and debris, etc.
- Repair any damaged seats
- Remove any graffiti
- Ensure wheelchair securements and passenger restraints are clean and serviceable

#### IX. Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure continuity of service.

### 16. Office on Aging Oversight and Management.

Oversight of the SNEMTCONTRACTOR's operations and program performance and processing of monthly invoices will be administered by OoA. CONTRACTOR will be monitored and evaluated by the OoA contracts staff and Auditor/Controller staff annually or at any time the OoA staff determines it is required to ensure quality and safety of the program.

### 17. Client Transfers to Subsequent Contractor.

In the event that an existing service provider of SNEMT services will not be receiving a CONTRACT award as a result of this solicitation, that provider shall be required to transfer its clients to the new CONTRACTORS(s) in its respective Service Area.

Any new CONTRACTORS(s) must cooperatively participate in the transition of clients currently enrolled in the SNEMT programs. The transition of clients will occur in the 30 to 45 day period of time prior to the current SNEMT CONTRACT expiration date of June 30, 2018. New CONTRACTOR(s) shall participate in the seamless transition of SNEMT services to existing clients currently in SNEMT programs.

During a transition of clients, OoA staff will conduct several meetings with the ending and new CONTRACTORS to discuss specific operations, transfer of client records, client notification procedures, and the time frame in which these must occur.

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## **18. SNEMT Policy and Procedures**

### **Senior Non-Emergency Medical Transportation Program**

#### **Policies and Procedures**

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**A. SNEMT CLIENT ELIGIBILITY CRITERIA****I. CLIENT ELIGIBILITY**

The Senior Non-Emergency Medical Transportation Program has been developed to provide non-emergency medical transportation to medical services for older adults who have no other reasonable means of transportation.

- a. Client Eligibility Requirements:
  - i. Must be at least 60 years of age and reside in Orange County
  - ii. Must reside in a designated Service Area served by Contractor
  - iii. Client must have completed the application process prior to receiving services
- b. Clients shall be notified by mail when the application is approved.

**II. CLIENT PRIORITY CRITERIA**

Starting in April 2011, the Senior Non-Emergency Medical Transportation Program (SNEMT) will benefit from increased funding provided by Renewed Measure M (M2). As such, the Office on Aging will expand the program to include all persons age 60 and older. However, with the combination of a rapidly growing 60+ population and long-term uncertainties related to the funding sources for this program, it is necessary to develop procedures to prioritize trips to ensure the program stays within available revenue sources.

M2 funding for the SNEMT program will be made available on a bi-monthly basis. Total funding allocations will be based on actual sales tax receipts. The Office on Aging will be required to submit quarterly reporting with trip data and budget-to-actual program expenditures. If quarterly actual expenditures submitted on the quarterly report exceed or are within 25% of the amount of funding dedicated to the program (MOE + M2 revenues), then the Office on Aging will have authorization to prioritize trips.

If the Office on Aging believes it is necessary to begin trip prioritization prior to the end of a quarter, it can provide OCTA with a Notice of Intent for Trip Prioritization, which shall explain the reasoning to initiate trip prioritization immediately. Trip prioritization will include the flexibility to leverage trips with other transportation resources to maximize program services and ensure that SNEMT serves as many seniors as possible. An example of leveraging trips with other resources is as follows: a client requiring trip services to chemotherapy may utilize other specialized transportation services to the medical appointment destination and utilize SNEMT transportation services for the return trip.

Once trip prioritization has been activated, it will remain in effect for 12 months. At the end of 12 months, the need for prioritization will be reevaluated by the Office on Aging to determine if deactivation of prioritization is appropriate. It is important to note that if sufficient funding is available, all eligible older adults will be served, even if trip prioritization is still activated. The following criteria will be utilized for SNEMT trip prioritization:

### III. CLIENT PRIORITY CATEGORIES

a. Priority 1: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and in need of the following medically related trips:

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

b. Priority 2: Individuals who are:

Age 60 and over in need of the following medically related trips:

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

c. Priority 3: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and are in need of the following medically related trips:

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

d. Priority 4: Individuals who are:

Age 60 and over in need of the following medically related trips:

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

e. Priority 5: Individuals who are:

Age 60 and over in need of the following medically related trips:

- Health education
- Disease management

**B. APPLICATION, ENROLLMENT AND REFERRAL PROCEDURES****I. APPLICATION PROCESS**

- a. Upon receipt of referral, the Transportation Coordinator (TC) will contact the applicant and inform the applicant of the application process and the program services.
- b. Applicant will be asked how much his annual income is to determine income status. A low income waiver for trip fares may be offered to clients experiencing extenuating financial circumstances.
- c. SNEMT Application form will be mailed to applicant. User Fee Waiver form will also be mailed as needed. Forms may be faxed or e-mailed to applicant if he has access to fax or e-mail.  
A sample of the User Fee Waiver Form is included in Section XI.C.

**II. When completed application form is received, the application will be reviewed for:**

- a. Geographic limitations or service area restrictions
- b. Eligibility of service request as a medically related trip
- c. Ambulatory/non-ambulatory requirements
- d. Existing transportation resources

**III. Applicant will be informed of eligibility status within 5 days of return of application.****IV. Eligible applicants will be assigned a SNEMT client ID number. Confirmation letter, program guidelines and program fact sheet will be mailed to approved applicants.****V. Referred applicants not meeting eligibility criteria will be referred to OoA Information and Assistance (800) 510-2020, if the SNEMT program cannot assist the client in finding other transportation options.**

A sample SNEMT Application Form is included in Section XI.A.

**C. RIDER INSTRUCTIONS AND CLIENT GUIDELINES**

1. The Rider Instructions and Client Guidelines shall be sent, with the confirmation letter, to each client. The Rider Instructions and Client Guidelines are included in Section XI.D.

**D. TRANSPORTATION PROGRAM SERVICE HOURS**

1. The Transportation Coordinator services and program office hours will be available Monday through Friday from 8:00 am to 5:00 pm.
2. Transportation services will be available Monday through Friday from 7:00 am to 6:00 pm.
3. Transportation is not available on the following official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall notify the Office on Aging in writing regarding any additional holidays to be observed by the Contractor's SNEMT program.



4. Transportation is not available on weekends, unless the SNEMT program Provider is willing to provide trips under exceptional circumstances, at their own discretion.

#### **E. USE OF WAITING LISTS**

1. Once maximum trip capacity has been reached, it will be necessary to create a list of new clients waiting for an opening in the program.
2. A waiting list is only for older adults who have completed the SNEMT application process and are eligible to use the transportation program. Those who are not eligible to use the program will not be placed on a waiting list.
3. A waiting list will be formed only when program trip capacity has been reached. Participants on the waiting list will be reviewed monthly by the TC to determine status and potential timeline for being removed from the list.
4. Participants will be transferred from the Waiting List to the Active Client List in the following order:
  - First: Those individuals who require priority trips due to medical conditions;
  - Second: Those individuals with multiple illnesses; and,
  - Third: Remaining individuals.
5. On a quarterly basis, the TC will monitor trip histories of enrolled individuals and contact those individuals who have not used the program in the previous six month period. TC will determine continuation or termination of the individual to control program capacity and reduce use of a waiting list.

#### **F. OoA INFORMATION & ASSISTANCE (I&A) DEPARTMENT RESOURCES**

1. Developing a partnering relationship with Information and Assistance (I&A) is critical as it is the central clearinghouse for information on all services and programs for older adults in Orange County. Contractor must develop an understanding of I&A's referring mechanism, both to SNEMT and other services.
2. Instruct staff to refer clients to the (800) 510-2020 number if it appears that they may need information on other services, including, but not limited to, caregiving assistance; congregate and home delivered meals; case management; non-SNEMT transportation; in-home services; health services; housing; legal assistance; health insurance; financial assistance; ethnic services; products and services for the disabled population; social activities and exercise venues.
3. To encourage and maintain an open dialogue, contact the I&A Manager for any issues having to do with I&A.

#### **G. CLIENT TERMINATION OR SUSPENSION POLICY**

1. Program must notify Office on Aging, in writing and in advance, when terminating or suspending a client from the SNEMT programs.

2. Clients will be notified in writing of the reason for the termination or suspension and when it is effective. A copy of the notice shall be maintained in the client file.
3. Client termination or suspension from the program is at the discretion of the SNEMT program provider, and may be necessary should any of the following situations occur:
  - a. Abuse of the No-Show policy (3 no-shows within a 30 day period)
  - b. Utilizing SNEMT for purposes other than medically related trips.
4. Providers shall retain client files for all clients who have been removed from the program, so that in the event that they should re-apply at a later date, their previous eligibility can be verified before beginning the process of re-applying for SNEMT services. These files are subject to the same storage requirements pertaining to the Provider's records specified in the Contract.

#### **H. CLIENT RELEASES**

1. The SNEMT Provider may require a Client Release Form prior to providing transportation services. If Provider decides to require Client Release form, the form shall contain all the data indicated in the sample SNEMT Client Release Form that is included in Section XI.B.

### **III. TRIP SCHEDULING INSTRUCTIONS**

#### **A. DEMAND RESPONSIVE RESERVATIONS**

1. The following client information is required to schedule rides:
  - a. Name & SNEMT I.D. number
  - b. Phone Number
  - c. City of residence
  - d. Date and time of appointment and return ride
  - e. Name, address and phone of where client needs to go
2. Handle telephone requests and inquiries so as to maximize customer service, giving timely, accurate and courteous service.
3. Carry out trip reservation activities in a manner which will maximize SNEMT productivity.
4. Remind client of pick-up window time and determine if client requires door-to-door service.

#### **B. SCHEDULING**

1. Receive, approve and process requests for service. Review and refine daily trip itineraries. Assess distances and routing to ensure efficient travel patterns. Initiate client call backs regarding any trip discrepancies and or schedule changes.
2. Define, monitor and analyze fleet performance and adjust resource allocations or service schedules to meet changing time and travel patterns.
3. Track cancellations and no-shows, summarizing activity each month.

#### **C. DISPATCHING**

1. Dispatchers will schedule and assign drivers and vehicles in accordance with the trips scheduled for each day;

2. Dispatchers will assist drivers while they are in service to carry out the assigned trips on time by providing address assistance and telephoning passengers as needed.
3. Dispatchers will monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner.
4. Dispatchers will provide continuous monitoring of assigned radio frequencies during all hours that vehicles are in service, answer and respond to telephone calls on the Ride Status line, and respond to calls from drivers and OoA staff.

#### **D. SNEMT NO SHOW POLICY**

1. SNEMT values the ride of every customer, and in order to meet the growing demand for transportation among older adults and to provide quality service, a No-Show policy will be enforced. No Shows and excessive cancellations must be monitored and managed to ensure that the service is provided in the most efficient and effective manner possible.
2. Clients who have a pattern of missed trips adversely impact other users. If these scheduled rides are canceled in a timely manner, the route can be rescheduled to pick up other clients. To protect the interests of the older adult riders, OoA has developed a no show policy to identify clients who abuse the system by establishing a practice of not using the rides they have scheduled.
3. A No Show is defined as:
  - a. When a client fails to appear for a scheduled trip within 10 minutes after the scheduled pick-up time (Driver must immediately notify dispatch of the no-show); or,
  - b. When a client cancellation is received less than 2 hours prior to the scheduled pick up time.
4. Notification and Management of Client No Shows:
  - a. Dispatcher attempts notification of client via telephone and informs driver of status.
  - b. Client is charged one No-Show and will receive a telephone call from the TC after the first No-Show.
  - c. Client will receive a written letter explaining termination policy after second No-Show.
  - d. Three No-Shows in a 30 day period may result in a suspension or termination of services.Each client's No-Shows will be tracked monthly and recorded in client file.

#### **E. CANCELLATION NOTICE**

1. Clients must cancel at least two hours prior to the pick-up time of their scheduled ride in order to avoid being charged a No-Show. Cancellations received during non-business hours and weekends must be processed promptly the next business day to avoid dispatching to canceled pick-ups.
2. Under no circumstances will an SNEMT provider cancel a scheduled trip unless a State of Emergency has been called by the authorities. Trips may be denied if any passenger becomes combative, disruptive, or abusive, or if any passenger is under the influence of alcohol or drugs.

#### **F. NO PASSENGER STRANDED POLICY**

1. Under no circumstances will an SNEMT client be stranded at a drop off point. At the time of the ride reservation the scheduler/dispatcher will confirm the need for a round trip and schedule

accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of back-up systems will ensure the trip is provided.

#### **G. INELIGIBLE TRIPS**

1. The primary purpose of SNEMT is to provide medically related trips to older adults who have no other means of transportation available.
2. Medically related trips include, but are not limited to: appointments to doctors, medical practitioners, dentists, vision specialists, outpatient services, lab testing, radiation, chemotherapy, dialysis, rehabilitation services, mental health counseling, and the securing of prescription drugs and devices.
3. **All Trips** that are **not** medically related are ineligible.

#### **IV. EMERGENCY PROCEDURES**

##### **A. ACCIDENT/INCIDENT REPORTING AND FOLLOW UP**

1. SNEMT provider shall notify OoA by telephone immediately, as is feasible, and provide written notification within 24 hours of any of the following accident/incidents:
  - a. Collisions between an SNEMT vehicle and another vehicle, person or object;
  - b. Passenger accidents, including falls to vehicle passengers who are entering, occupying or exiting the vehicle;
  - c. Passenger complaints of injury or other circumstances likely to result in the filing of claims against the Contractor or County;
  - d. Any passenger, driver or service complaint that arises from an accident or incident;
  - e. Accidents the driver witnesses;
  - f. Inappropriate behavior on-board the vehicle;
  - g. Disturbances, assaults fainting, sickness, or deaths; and
  - h. Vandalism to the vehicle while in service.
2. The SNEMT provider will ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed. Copies of reports prepared for any of the above must go to the OoA Program Administrator. If loss of service occurs or a major incident occurs that will likely receive media coverage, Contractor shall notify OoA immediately.

A sample of the Incident Report Form is included in Section XI.F.

##### **B. PROCEDURES FOR EMERGENCIES**

All possible measures will be taken to protect clients and staff in the event of vehicle mechanical failure, fire, earthquake, client emergency and/or other circumstances that may occur while the vehicle is providing transportation services in the community.

1. Flat-tire(s) or Engine breakdown:
  - a. Driver must bring vehicle to a safe stop and location.

- b. Driver must call Dispatch to send another vehicle to pick up client(s) in order to drive them to their destination(s).
  - c. Driver should stay with client(s) and the vehicle until help arrives.
  - d. If unable to fix/repair, call towing service.
2. Fire:
- a. Driver to park vehicle in safe location and turn off engine.
  - b. Driver to remove client(s) to closest safe area.
  - c. Driver to call 911.
  - d. Driver to call the Dispatcher.
  - e. Driver to attempt to contain fire (If safe to do so) using fire extinguisher located in the vehicle.
  - f. TC to notify OoA of incident and file written report.
3. Earthquake:
- a. Driver to park vehicle in safe location and turn off engine.
  - b. Driver to assess situation and contact Dispatcher.
  - c. Dispatcher to provide driver with instructions.
  - d. Keep client(s) in vehicle unless vehicle is in jeopardy.
  - e. Remain calm and reassure client.
  - f. If necessary, move client out of the vehicle and to the closest safe area.
  - g. Do not touch fallen or damaged electrical wires.
  - h. Dispatcher to contact/inform the manager of SNEMT program.
  - i. Dispatcher to file formal report to the OoA within 24 hours of incident.
4. Client Emergency Situations:
- a. Driver to observe client's medical status/needs.
  - b. Driver to stop vehicle and park vehicle in safe location and turn off engine.
  - c. Driver to call 911 for emergency assistance with falls, breathing and heart problems or choking.
  - d. Driver to call Dispatcher to inform and/or request assistance and guidance.
  - e. Emergency treatment (including CPR) may be initiated by certified and trained drivers only, until arrival of paramedics or other qualified healthcare provider.
  - f. Paramedics or other emergency personnel will be responsible for transfer of patient to appropriate facility.
  - g. Driver to complete incident form and give to Dispatcher within 24 hours.
  - h. Dispatcher to report incident to manager.
  - i. Manager will notify OoA Program Administrator.

## V. CLIENT COMPLAINT PROCEDURES

Actions to ensure that client complaints are addressed and resolved in a timely matter and to ensure client's needs are met.

1. Client calls SNEMT provider with complaint or provider receives complaint from third party and contacts client.
2. TC will document client's issues on the complaint form (sample in Section XI.E) and notify appropriate parties.
3. TC will follow up with client's concerns and establish a plan of action within 2 business days.
4. TC will document resolution of issue on the complaint form.
5. TC will inform client of corrective steps taken within 3 business days and ensure client is satisfied.
6. TC and manager will review and sign complaint form.
7. Completed complaint form is placed in locked client file.
8. TC will report unresolved client complaints to manager for guidance and resolution.
9. TC will notify OoA Program Administrator of client's complaint and plan of action within five working days of receipt of complaint.

## **VI. DATABASE PROCEDURES**

SNEMT Program will maintain accurate and complete client and service information through the use of the Driver's Trip Sheets, client folder(s), and client database.

### **A. DRIVER'S TRIP SHEETS**

1. Each SNEMT driver will maintain a Driver's Trip Sheet that includes information for each SNEMT trip provided. The SNEMT driver will enter the pick-up time, odometer mileage reading at place of pick-up, drop-off time, and odometer mileage reading at place of drop-off on the trip sheet. The SNEMT driver shall obtain the client's signature confirming receipt of the transportation services. The Driver shall also note whether a Client User Fee was collected.
2. Mileage readings on the Driver's Trip Sheet will indicate the vehicle (or trip) odometer Mileage readings at both the place of client pick-up and the place of client drop-off for each SNEMT Trip. If the vehicle odometer mileage does not register tenths of a mile, the trip odometer mileage may be used.
3. As an alternate to recording odometer mileage readings, Contractor may utilize the mileage for individual trips as determined by the online trip mapping program, MapQuest®, Google Maps®, with the Advanced Options "Shortest Distance" \ enabled.
4. The Driver's Trip Sheet shall include the following information:
  - a. Driver's Name
  - b. Vehicle I.D. #
  - c. Date
  - d. Client's Name
  - e. Client's SNEMT I.D.#
  - f. Type of appointment
  - g. Pick-up address
  - h. Pick-up time
  - i. Odometer mileage reading at place of pick-up
  - j. Destination address

- k. Drop-off time
  - l. Odometer mileage reading at place of drop-off
  - m. Client's signature
  - n. User Fee Collected/Not Collected
5. This information, except for client's signature, will be entered into the client database.

## **B. CLIENT FOLDERS**

1. Transportation Coordinator (TC) shall maintain file folders for each SNEMT client in a manner to ensure client confidentiality. Each Client Folder shall contain:
  - a. The client's signed application form with approval date and TC's initials
  - b. User Fee Waiver Form (if used)
  - c. Copy of client's confirmation letter
  - d. Copy of any client complaints and resolution of complaint
  - e. Copies of all correspondence to and from client
  - f. Notes pertaining to client, such as, but not limited to: client's transportation requirements; client's transportation preferences; names and addresses and phone numbers of client's doctors, dentist, optometrist, pharmacy, and labs; other OoA administered programs in which the client is enrolled; and, any additional information that could assist the TC and drivers when serving the client.

## **C. CLIENT DATABASE**

1. The TC shall ensure that all clients' data is stored in a secure computer database for easy access. Client trip histories may be kept in a separate, secure computer database.
2. Back-up of database(s) shall be performed weekly at a minimum. Database back-up may be performed more often, as needed.
3. Database shall be designed so that all the data required for Contractor's SNEMT Reports will be recorded.
4. Only authorized staff will have access to database to ensure confidentiality of client records.

## **VII. REPORTING PROCEDURES**

### **A. DAILY OPERATIONS REPORTING**

1. Information from vehicle operations shall be recorded daily on the driver's trip sheets. Cash fares will be totaled and reconciled on the driver's trip sheet.
2. The information recorded on the trip sheets shall be reviewed by Contractor staff for errors and completeness and entered in the Contractor's SNEMT database.

### **B. MONTHLY REPORTING**

On a monthly basis, Contractor shall prepare an invoice, trip sheet and Monthly Performance Report which shall be submitted to OoA on or before the 15<sup>th</sup> working day of the following month. Monthly Performance Report data will be submitted on the form provided by the Office on Aging, and submitted in electronic form.

A sample of the Monthly Performance Report Form is included in Section XI.J.

Data elements will be included on the monthly invoice and the trip sheets, including:

1. The number of trips of each type provided and mileage for each trip type will be totaled from the SNEMT database. The total number of trips for each of the four trip types and the total mileage for each of the four trip types will be entered into a Microsoft Excel spreadsheet invoice form supplied by the OoA.
2. Cash fares collected shall be totaled, retained by the Contractor, and entered on the Contractor's monthly invoice.
3. The monthly trip history data shall be uploaded to a secured server to OoA in Microsoft Excel format within fifteen working days of month of service. Original trip sheets/trip tickets shall be retained by the Contractor.
4. Contractor shall provide mileage verification data obtained through MapQuest®, Google Maps®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging..
5. Additional performance indicators may be requested by OoA. The Monthly Performance Report and Demographic Report Form will be accompanied by an electronic copy of the recorded Trip Sheet data for the month just completed. All data collected by the Contractor shall be available upon request for audit and inspection by OoA.

A sample of the Monthly Performance Report Form is included in Section XI.J.

A sample of the Demographic Report Form is included in Section XI.K.

## **VIII. DRIVER AND STAFFING POLICIES**

### **A. BACK-UP SYSTEMS**

1. Contractor shall maintain substitute or back-up staff and drivers to support daily SNEMT services and scheduled trips. Back-up systems will be in place to handle road assistance calls from drivers, to relieve drivers if they become sick, to relieve drivers for family emergencies, and relieve drivers who are deemed inappropriate or unsafe by either the SNEMT provider or OoA. Back-up systems will be in place to support the dispatcher and the TC in their absence.

### **B. DRIVER DRESS AND APPEARANCE STANDARD**

1. Appropriate attire that conveys a professional image will be worn by all drivers when operating a vehicle in SNEMT service. Clothing must remain in good repair, and not appear damaged or worn out.
2. Drivers will be required to adhere to grooming and appearance standards, such as but not limited to the following:
  - a. Clothing must be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned;
  - b. Beards must be clean and neatly trimmed;
  - c. Shoes or boots must cover the foot completely and be in good repair, polished and cleaned.

### **C. DRIVER TOOLS**

1. The SNEMT drivers shall have all tools and equipment necessary to perform all the duties of an SNEMT driver. Driver equipment will include, but not be limited to, a current Thomas Guide or equivalent map book of the operating area, manifests (trip sheets), clipboards, pens, and



pencils. Drivers are also required to be equipped with an operable and accurate time piece at all times.

#### **D. PERSONNEL POLICIES**

1. The Contractor shall have in effect personnel policies that conform to all State and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Cal OSHA, Worker's Compensation, and other regulations as appropriate.
2. The Contractor shall maintain at all times a current list of personnel assigned to the SNETM Contract and provide the OoA Program Administrator with an updated roster of all drivers each month.
3. Employees may not have weapons in their possession or in SNETM vehicles.
4. Contractor shall maintain a smoke free work environment. There is no smoking allowed in SNETM vehicles or anywhere in SNETM facilities.
5. SNETM Contractors shall maintain a Zero Tolerance Policy for inappropriate behavior between passengers or between passenger and driver. Allegations of sexual misconduct, lewd behavior, or sexual harassment made by any client must be reported to the OoA staff immediately. Should the Contractor receive notification from other than OoA that an employee is allegedly involved in a criminal activity including, but not limited to, sexual misconduct, lewd behavior, or sexual harassment, the Contractor shall notify OoA's Program Administrator immediately as well as local police or Orange County Sheriff's Department.
6. The Contractor must have established standards for recruitment and hiring of drivers.
7. OoA retains the right to review Contractor's personnel policies and the list of personnel assigned to the SNETM Contract. Proposed changes in key personnel or job duties shall be subject to review and approval by OoA.

#### **E. REMOVAL OF DRIVERS**

1. OoA may require that any driver be removed from transporting SNETM clients for excessive complaints, rudeness, or other inappropriate behavior or appearance. OoA has a Zero Tolerance Policy with regard to misconduct or inappropriate contact between vehicle operators and passengers, and if an allegation of this nature is received, Contractor shall remove the driver from service immediately pending resolution of the allegation to OoA's satisfaction.
2. Any driver receiving three or more valid customer complaints within a rolling 30-day period will be subject to a thirty (30) day probation period. During this period, OoA will evaluate whether a driver is suitable for service.
3. OoA will notify the Contractor, in writing, if any driver is determined unsuitable. Within ten days of receipt of such notice, Contractor shall, at its sole discretion, either propose to replace the driver or present to OoA a plan for correcting the driver's performance deficiencies within a 30-day period thereafter. If either OoA rejects the plan or the driver's performance deficiencies are not corrected to OoA's satisfaction within the 30-day plan period, the Contractor shall immediately replace the driver.

#### **F. DRIVER FEEDBACK**

1. Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have on-going mechanisms, including monthly driver meetings to capitalize on driver feedback.

#### **G. LOST AND FOUND**

1. Policies for handling of lost and found personal effects shall be as follows:

- a. Drivers shall check their vehicles after each trip for items left on board. If lost items are found, the driver is to contact their dispatch and inform them of the lost item. At the end of the shift, the driver will fill out a Lost and Found report and turn in the lost item to the dispatcher.
- b. Dispatcher will receive the item along with the Lost and Found report from the driver and contact the passengers from that day's schedule to determine if item belongs to them.
- c. All lost and found items with a value of greater than \$10.00 must be secured at the SNEMT provider's facility for a period of not less than 90 days.
- d. Disposal of unclaimed items other than cash after the 90 days will be reported to OoA with copies of the lost and found reports.

## **H. DRIVER TRAINING AND SAFETY PROGRAMS**

### 1. Vehicle Operator Training

- a. Contractor shall be responsible for all training of vehicle drivers on service policies, passenger needs and overview of SNEMT services.
- b. Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by the Contractor.

### 2. Training Standards

- a. Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the SNEMT contract in a manner that conforms to all State and local laws and assures OoA's operational objectives below are met.
  - Provide SNEMT services which are safe and reliable
  - Provide SNEMT services which will maximize customer service
  - Provide SNEMT services in a manner which will maximize productivity
- b. The driver training course must occur prior to drivers providing SNEMT trips and consists of each driver receiving, at a minimum, instruction which includes but is not limited to:
  - A review of applicable laws and regulations
  - Defensive and safe driving
  - Behind-the-wheel training in all types of vehicles to be operated under this Contract
  - Safe vehicle operations
  - OoA's policies and procedures for SNEMT services
  - Empathy training - for the proper interaction and transport of older adult passengers
  - Procedures for the provision of curb-to-curb and door-to-door services, including training on passenger assistance
  - Lift/wheelchair tie-down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices
  - Operation of radio equipment (voice and data) in accordance with federal, State and local regulations
  - Hands-on training using the radio and/or other communication devices, and if applicable, mobile data terminals
  - Customer service training

- Fare collection and trip counting
  - Thomas Brothers guide map reading
  - Mandatory refresher training for drivers with repeated and accumulated minor infractions
  - Monitoring and inspection of drivers' Motor Vehicle records at least every six (6) months through participation in the California Department of Motor Vehicles Pull Notice Program
  - Promotion and reinforcement of driving and safety principles by Contractor management and supervisory staffs, policies and programs
3. OoA reserves the right to revise the Contractor's training program(s) in order to comply with federal, State, or local laws regarding driver certification or level of training requirements.

## **IX. VEHICLE MAINTENANCE SCHEDULE AND STANDARDS**

### **A. PREVENTIVE MAINTENANCE SCHEDULE**

1. Preventive maintenance will be performed on each vehicle at the levels and intervals recommended by the vehicle manufacturer. Reports of preventive maintenance shall be maintained in a vehicle maintenance log.
2. All maintenance and repairs of vehicles shall be in accordance with vehicle manufacturer's recommendations and shall meet state of California Vehicle Code requirements, whether performed by the Contractor or authorized subcontractors. Maintenance of equipment shall be performed so as to ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the necessary number of vehicles will be available for service during the service day.
3. At the Contractor's expense, the Office on Aging will randomly select vehicles from the Contractor's and subcontractor's fleet to receive an annual vehicle inspection (Attachment F) at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).



### **B. SNEMT VEHICLE STANDARDS**

1. The minimum SNEMT Vehicle standards are those of the California Vehicle Code. All SNEMT Vehicles shall meet all applicable standards of the California Vehicle Code. Certain equipment must be present and fully functional as OEM (original equipment manufacturer), as specified in this section. SNEMT Vehicles must be maintained to these standards at all times.
2. Body Condition
  - a. No body damage, frame damage, tears or rust holes in the SNEMT vehicle body and/or loose pieces hanging from the SNEMT vehicle body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct alignment to the SNEMT vehicle as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.

- b. The exterior of the SNEMT vehicle shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.
  - c. The SNEMT vehicle paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, or scratched.
3. Climate Control
    - a. The air conditioning/heating units shall be functional at all times.
    - b. The air discharged from the air conditioner interior vent system shall be continuously cool.
    - c. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing.
    - d. Systems shall operate on all OEM speeds with no excessive noise.
  4. Hubcaps or Wheel covers
    - a. Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.
  5. Interior Condition
    - a. Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors, and litter.
    - b. Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done to provide a reasonable match with the existing interior.
    - c. Door handles and doors shall be intact, clean, and operational. Each door shall be capable of being unlocked and opened from the interior of the SNEMT Vehicle.
    - d. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.
  6. Lights and Lenses
    - a. Interior lights shall be operational.
    - b. Light lenses must be OEM, intact and contain no holes or large cracks.
  7. Radio

SNEMT vehicles shall be equipped with a two-way radio or cellular phone in working order.
  8. Seat Belts

SNEMT vehicle restraint system shall be maintained to OEM specifications and shall be in good working order.
  9. Tires

SNEMT vehicles shall be equipped with a jack, tire changing tool, and an inflated spare tire. A Company may be exempted from this requirement upon proof that the Permittee has a contract with a towing company and a policy in place to send another SNEMT Vehicle for the stranded passengers.
  10. Windows
    - a. Front and rear windshield per California Vehicle Code § 26710.
    - b. Safety glass shall be in all windows.
    - c. Windows shall be operational as originally designed.

- d. No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

11. Foot Pedal Pads

OEM rubber pads on all foot controls. Pads shall not be worn or deteriorated to the point that metal is showing.

12. Vehicle Age

An SNEMT vehicle may not be older than ten (10) model years measured from the current calendar year (example: during calendar year 2000 vehicle must be model year 1990 or later). Vehicles older than ten (10) model years shall not be eligible to operate as an SNEMT vehicle under any condition.

**C. RED TAGGED VEHICLES**

1. During routine program monitoring or if client complaints warrant inspection of specific vehicles, it may be necessary to "Red Tag" vehicles that do not meet health and safety requirements. If, in the opinion of OoA, the vehicle does not meet SNEMT vehicle standards as outlined above, it may be "red tagged."
2. A vehicle that has been "red tagged" shall not be used for SNEMT service until such time as the "Red Tag" problems have been corrected by the Contractor.

**X. PRE-SHIFT AND POST-SHIFT VEHICLE INSPECTIONS**

**A. VEHICLE DAILY VEHICLE INSPECTION:**

1. No SNEMT assigned vehicle will be allowed to carry passengers unless the driver has determined that the vehicle is in good working order. Each driver will perform a pre-shift inspection of the vehicle at the beginning of the shift and a post-shift inspection at the end of the shift.

A sample of the Vehicle Daily Vehicle Inspection Form is included in Section XI.G

**XI. SAMPLE FORMS**

- A. SNEMT APPLICATION FORM
- B. SNEMT CLIENT RELEASE FORM/SNEMT PROGRAM WAIVER FORM
- C. USER FEE WAIVER FORM
- D. RIDER INSTRUCTIONS AND CLIENT GUIDELINES
- E. CLIENT COMPLAINT FORM
- F. INCIDENT REPORT FORM
- G. VEHICLE DAILY INSPECTION FORM
- H. VEHICLE INSPECTION FORM
- I. INVOICE TEMPLATE
- J. MONTHLY PERFORMANCE REPORT
- K. SAMPLE DEMOGRAPHIC REPORT

**A. SAMPLE CLIENT APPLICATION**

{CONTRACTOR LETTERHEAD}

**SAMPLE**  
Application for Senior Non-Emergency Medical Transportation Program

PLEASE PRINT CLEARLY. ALL FIELDS MUST BE FILLED OUT COMPLETELY. YOU MUST SIGN AND DATE APPLICATION PRIOR TO SUBMITTING FORMS BACK TO {CONTRACTOR NAME} FOR PROCESSING.

INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

Address: \_\_\_\_\_ Apartment/Unit #: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

1. Have you ever utilized OCTA ACCESS or any other specialized transportation  
Yes No

2. Do you have any physical or functional limitations? Yes No  
If yes, please describe:

3. Do you require a mobility device or special equipment for transport?  
Yes No

Please check all that apply:

Cane \_\_\_\_ Walker \_\_\_\_ Wheelchair \_\_\_\_ Scooter \_\_\_\_ Oxygen \_\_\_\_ Other \_\_\_\_

If yes, are you able to enter/exit the vehicle without your mobility device?

Yes No

Are you able to transfer from a wheelchair to seat with/without assistance?

Yes No

4. Will a personal care attendant or assistant be traveling with you?  
Yes No

5. Do you require door-to-door assistance?  
Yes No

If yes, please describe reasons why:

6. Please list your primary doctor(s) name & address:

7. How often do you anticipate needing to use the transportation service?  
Weekly \_\_\_\_\_ Monthly \_\_\_\_\_ Other \_\_\_\_\_

8. Emergency Contact Name: \_\_\_\_\_  
 Emergency Contact Relationship: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

9. How do you get to your medical appointments now?

10. Do you own a vehicle and are you able to drive? Yes No

**My signature verifies all information in this application to be true.**

\_\_\_\_\_

\_\_\_\_\_

**Applicant signature**

**Date**

\*\*\*\*\*

**The following information is gathered for statistical data only and does not affect your eligibility:**

How did you hear about the program?

Ethnic background:  Asian  Black  Hispanic  White  
 Native American  Other

Annual Income per individual: \_\_\_\_\_

**PROGRAM USE ONLY**

<ul style="list-style-type: none"> <li>• _____</li> <li>• _____</li> </ul> <p>Referrals to alternative transportation provided:</p> <p>_____</p> <ul style="list-style-type: none"> <li>• Reason referred to OoA I&amp;A:</li> </ul> <p>_____</p> <ul style="list-style-type: none"> <li>• Need for follow-up contact:</li> </ul> <p>_____</p> <ul style="list-style-type: none"> <li>• Annual Income: <input type="checkbox"/> At or below AMI <input type="checkbox"/> Above AMI</li> </ul> <p>_____</p> <ul style="list-style-type: none"> <li>• Financial Hardship waiver issued:</li> </ul> <p>_____</p>
---

**B. SAMPLE CLIENT WAIVER**

**SNEMT PROGRAM WAIVER**

I hereby acknowledge that the transportation is a service provided by \_\_\_\_\_ and funded by the County of Orange, Office on Aging. I hereby waive the right to make any claims against \_\_\_\_\_ and the County of Orange, Office on Aging or their officials, employees and volunteers, for any injuries, damages, charges or expenses, including attorney's fees which might be sustained as a result of my participation in the SNEMT Program. I also acknowledge that \_\_\_\_\_ reserves the right to refuse transportation service.

**Please print:**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_

**Client signature:** \_\_\_\_\_

**Caregiver signature (if applicable):** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_

Please return this form to the Transportation Coordinator, \_\_\_\_\_ in the enclosed envelope. Services can be scheduled after all forms have been submitted and approved. Confirmation of approval will be mailed within five business days after receipt of completed forms.

**\*\*To be filed with documented approval in applicant's file**



**C. SAMPLE USER FEE WAIVER**

{PROVIDER NAME}

{LOGO}

**SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM  
LOW-INCOME FEE WAIVER**

DATE: \_\_\_\_\_

I, \_\_\_\_\_, hereby certify that my income is insufficient to allow payment for the \$2.00 per trip fee for the {Provider's Name} Senior Non-Emergency Medical Transportation Program without placing a financial hardship on my current financial situation. I understand that the approval for a low-income waiver to be granted is based upon review of my current income and other determining factors as deemed appropriate by {Provider's Name}.

Printed Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

*Authorization (Office Use Only)*

Approved

Disapproved

Justification: \_\_\_\_\_

\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**D. SAMPLE OF RIDER INSTRUCTIONS AND CLIENT GUIDELINES****SNEMT TRANSPORTATION PROGRAM****RIDER INSTRUCTIONS & CLIENT GUIDELINES**

- Once you have received your letter of approval for transportation services and your SNEMT identification number, please call (\_\_\_\_) \_\_\_\_\_ to schedule your medical appointment ride.
- Please write down the transportation service line phone number and carry that number with you at all times. Call the number if you miss your scheduled pick-up time.
- Please call 2-3 days prior to your appointment to allow enough time to schedule the ride. Same day or next services are available on a very limited basis. Please call for additional information.
- Please notify the dispatcher of any changes or cancellations as soon as they occur.
- Please have exact change available for the user fee of \$2.00 per each one-way trip.
- Please make arrangements for your return trip home when you schedule transportation services. Please allow enough time for weather conditions, disability concerns, traffic patterns and delayed appointments.
- At the time of scheduling a ride, please notify the dispatcher of any special circumstances, disabilities, or caregivers accompanying you on your ride.
- Pick-ups and drop offs will be door-to-door and/or curb-to-curb as requested and preference must be made known at the time of scheduling your ride.
- Personal care attendants may ride free of charge.
- If you have address or phone number changes, please call the Transportation Coordinator at (\_\_\_\_) \_\_\_\_\_ to report your changes.
- If you have a problem with your transportation services please call the Transportation Coordinator to report the problem.

- For questions or concerns regarding eligibility or exceptions for service, please call the Transportation Coordinator.
- SNEMT Transportation will not be able to respond to emergency calls. Please call 911 in the event of an emergency.
- Please be ready to board promptly at your scheduled time and please follow driver instructions when boarding or exiting the vehicle.
- Smoking is not permitted in the vehicle.
- The transporting of alcohol is not permitted in the vehicle.
- Appointments will be made on a first-come, first-served basis.
- All transportation services must originate within the Orange County designated service area.
- In order for the SNEMT Program to transport your wheelchair, it must be able to be secured, have brakes in working condition and weigh 600 pounds or less.
- If you need to go to the same place each week on a routine basis, please inform the dispatcher and we can set up a “standing order” for your rides.
- Please keep the dispatch phone number with you when using the transportation service. Call the dispatch phone number if you miss your pick-up or return scheduled time.

**E. SAMPLE CLIENT COMPLAINT FORM**

Client's Name: \_\_\_\_\_ Client I.D.# \_\_\_\_\_

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

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Message \_\_\_\_\_

What is the complaint?

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

Date Report Taken: \_\_\_\_\_ Time Report Taken: \_\_\_\_\_

By Phone \_\_\_\_\_ By Mail \_\_\_\_\_ In Person \_\_\_\_\_ By Fax \_\_\_\_\_ By Other \_\_\_\_\_

Report Taken By: \_\_\_\_\_

What is the Action Plan?

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

What was the Resolution?

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

Date Client was notified: \_\_\_\_\_ Was Client Satisfied? \_\_\_ Yes \_\_\_ No

How was client notified? Phone \_\_\_ Mail \_\_\_ In Person \_\_\_ Fax \_\_\_ Other \_\_\_

Staff's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Staff's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Sent to OoA: \_\_\_\_\_ Date: \_\_\_\_\_

**F. SAMPLE INCIDENT REPORT FORM**

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_

Name of Driver: \_\_\_\_\_ Vehicle I.D. No: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

\_\_\_\_\_

Nature of Incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Client Name: \_\_\_\_\_ Client I.D.# \_\_\_\_\_

Client Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Message \_\_\_\_\_

What action was taken?: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does client wish further action?: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Report By: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Report: \_\_\_\_\_

**Submit report to OoA within 24 hours of incident.**

**G. SAMPLE VEHICLE DAILY INSPECTION FORM**

Vehicle #: \_\_\_\_\_

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

Driver's Name: \_\_\_\_\_

Mileage: \_\_\_\_\_ Time of Inspection \_\_\_\_\_ am/pm

Driver: Please take your time and inspect this vehicle thoroughly. Safety is OUR priority. Thank you.

Items to Check	Problem?	Repaired?	Item OK (Please initial)
Tire(s) Pressure			
Engine Oil Level			
Transmission Oil Level			
Coolant Level			
Brake Fluid Level			
Emergency Brake			
Head Light			
Turn Signals			
Brake Lights			
Back-up Lights			
Door Locks			
Mirrors			
Safety Belts			
Heater/A.C.			
Cell Phone/radio			
First Aid Kit			
Thomas Bros. Map			
Transportation Log			

**H. VEHICLE INSPECTION FORM**



Date: \_\_\_\_\_ Maintenance Facility: \_\_\_\_\_  
 Vehicle Type/Year \_\_\_\_\_ License Plate Number \_\_\_\_\_  
 Vehicle Identification Number \_\_\_\_\_ Mileage \_\_\_\_\_  
 Vehicle Capacity: #Passengers: \_\_\_\_ #Wheelchair(s) \_\_\_\_

Inspection Item	Satisfactory		
	Yes	No	N/A
1. Tires, pressure, tread wear	<input type="checkbox"/>	<input type="checkbox"/>	
2. Headlights – functional (high/low) and clean	<input type="checkbox"/>	<input type="checkbox"/>	
3. Turn Signals – functional	<input type="checkbox"/>	<input type="checkbox"/>	
4. Horn – functional	<input type="checkbox"/>	<input type="checkbox"/>	
5. Tail/Parking lights – functional and clean		<input type="checkbox"/>	<input type="checkbox"/>
6. Brakes – functional, brake pedal not low		<input type="checkbox"/>	<input type="checkbox"/>
7. Lift or ramp functional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Windshield/Wipers/Fluid – functional, clear, full		<input type="checkbox"/>	<input type="checkbox"/>
9. Mirrors – clean, position, clear	<input type="checkbox"/>	<input type="checkbox"/>	
10. Exhaust System – no leaking	<input type="checkbox"/>	<input type="checkbox"/>	
11. Oil/Antifreeze – full	<input type="checkbox"/>	<input type="checkbox"/>	
12. Hoses – good condition		<input type="checkbox"/>	<input type="checkbox"/>
13. Safety Equipment – good condition			
-Fire Extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	
-Flashlight	<input type="checkbox"/>	<input type="checkbox"/>	

- |  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| -First Aid Kit                               | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| -Jumper Cables                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| -Flares/Triangles                            | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| -Cellular Phone                              | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| -Maps  | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| -Securements/tie downs (bungees for walkers) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Accident Pack – in place, current        |                          |                          |                          |
| -Registration Card                           | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| -Insurance Card                              | <input type="checkbox"/> | <input type="checkbox"/> |                          |
| -Accident & Incident Report Forms            |                          | <input type="checkbox"/> | <input type="checkbox"/> |
| -Emergency Procedure Plan                    |                          | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Trip Sheets – in place, current          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. OCTAP sticker current                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Recommended Corrective Actions:

Corrective Action Follow-up:



# I. SAMPLE INVOICE TEMPLATE

## Senior Non-Emergency Medical Transportation Program

To: County of Orange, OC Community Resources  
 1770 N. Broadway, 4th Floor  
 Santa Ana, CA 92706  
 Attn: Accounts Payable

Check Request For:

Service Area:

Contract #

**INVOICE:**

Month	Year	<b>BUDGET:</b>				<b>Amounts Invoiced</b>	
		<b>REM. BAL:</b>				Previous	Contract
Invoice Number		Number	Total	Rate Per	Month	To Date	To Date
		of Trips	Miles	Mile	Subtotal		
Mileage Type							
A. Non-Ambulatory Transportation Services Curb-to-Curb							
B. Non-Ambulatory Transportation Services Door-to-Door							
C. Transportation Services Curb-to-Curb							
D. Transportation Services Door-to-Door							
		0	0.00	N/A			
Less Project Income Balance:							
<b>TOTAL REIMBURSEMENT:</b>							

Allowable 1/12th billing per month = \$ -

<b>Program Income:</b>	Month	Previous	Contract
	Subtotal	To Date	To Date
Client Collections			
Fundraising			
Donations			
<b>Total Cash</b>			
In-Kind Contributions			
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Unreimbursed mileage subsidized with contributed funding:					
	Rate	Mileage	Month	Previous	Contract
			Subtotal	To Date	To Date
<b>Trip A</b>					
<b>Trip B</b>					
<b>Trip C</b>					
<b>Trip D</b>					
<b>Total</b>	<b>0.0</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Contributed funding for unreimbursed mileage remaining balance = **\$0.00**

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

	FOR COUNTY USE ONLY:			ACCOUNTING CODE					JOB NUMBER	AMOUNT
	FUND	DEPT	BUDGET CONTROL	UNIT	OBJ REV BSA	SUB-OBJ SUB-REV SUB-BSA	DEPT OBJ DEPT REV DEPT BSA			
Reimbursable										
Advance/Reversal										
<b>TOTAL PAYMENT</b>										

Overexpenditure is \_\_\_\_\_ for the month

OVEREXPENDITURE AND EXPENDITURES  
 AUTHORIZED AND APPROVED BY:

APPROVED Auditor-Controller

Authorized Signature

Date

Deputy

**J. SAMPLE MONTHLY PERFORMANCE REPORT**

**SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM  
MONTHLY PERFORMANCE REPORT**

Provider:

Month:

SAMPLE

Line No.		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Performance FY To Date
<b>ENTIRE SNETM PROGRAM</b>														
1	New Unduplicated Clients													
2	Total Enrolled Clients													
3	Total Clients terminated													
4	Total Clients Served													
5	Number of Prospective Clients on Wait list													
6	Applicants Denied Eligibility													
7	Applications Pending													
<b>MEASURE M2 TRIPS</b>														
1	Non Amb. Curb to Curb Number of Multi-passenger Trips													
2	Non Amb Door to Door Number of Multi-passenger Trips													
3	Amb Curb to Curb Number of Multi-passenger Trips													
4	Amb Door to Door Number of Multi-passenger Trips													
5	Total Trips Request Denied*													
6	Total Passengers Transported (clients + caregivers)													
7	Total Client Cancelled Trips													
<b>TOBACCO SETTLEMENT REVENUE TRIPS</b>														
1	Non Amb. Curb to Curb Number of Multi-passenger Trips													
2	Non Amb Door to Door Number of Multi-passenger Trips													
3	Amb Curb to Curb Number of Multi-passenger Trips													
4	Amb Door to Door Number of Multi-passenger Trips													
5	Total Trips Request Denied*													
6	Total Passengers Transported (clients + caregivers)													
7	Total Client Cancelled Trips													

- No. 1 New unduplicated clients approved for program
- No. 4 Number of unduplicated clients served for the month.
- No. 15 Denials based upon funding capacity.

**K. SAMPLE DEMOGRAPHIC REPORT**

**SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM  
DEMOGRAPHIC REPORT (M2/TSR Combined)**

Provider:

Month:

Line No.	Statistic	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Unduplicated Clients YTD
A	<b>Total Unduplicated Clients Served*</b>													
<b><u>CLIENTS:</u></b>														
1	Age 60-64			-	-									
2	Age 65-74			-	-									
3	Age 75-84			-	-									
4	Age 85+			-	-									
5	<b>Total Unduplicated Clients Served*</b>			-	-									
<b><u>ETHNICITY</u></b>														
6	White			-	-									
7	Hispanic			-	-									
8	Asian/Pacific Islander			-	-									
9	Black/African American			-	-									
10	Other			-	-									
11	<b>Total Unduplicated Clients Served*</b>			-	-									
<b><u>INCOME</u></b>														
12	At or below 50% Area Median Income			-	-									
13	Above 50% Area Median Income			-	-									
14	Declined to State*			-	-									
15	<b>Total Unduplicated Clients Served*</b>			-	-									

\*Number of unduplicated clients served during the month = clients that have used the services within this fiscal year (not previously reported during the fiscal year).

\*Must advise client if not reported than no ability to prioritize trips

Lines 5, 11, and 15 must reflect same number on line A

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COMPENSATION/PAYMENT  
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.



**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.