



CONTRACT NO. MA-012-22011448

FOR THE PROVISION OF

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES  
SERVICE AREA 3 CENTRAL/WEST COUNTY – MEASURE M2

BETWEEN

COUNTY OF ORANGE

AND

ABRAZAR, INC.

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**ATTACHMENTS**

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards

**EXHIBITS**

- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

Contract No. MA-012-22011448  
with  
Abrazar, Inc.  
for  
Senior Non-Emergency Medical Transportation Services

This Contract No. MA-012-22011448 for Senior Non-Emergency Medical Transportation Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Abrazar, Inc., D-U-N-S No. 803281849, a California non-profit corporation, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811 (hereinafter referred to as “Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services  
Attachment B – Payment/Compensation  
Attachment C – Budget Schedule  
Attachment D – Staffing Plan  
Exhibit E - Performance Standards  
Exhibit 1 – Drug Free Workplace Certification  
Exhibit 2 – Debarment and Suspension Certificate  
Exhibit 3 – Certification Regarding Lobbying  
Exhibit 4 – Disclosure Form to Report Lobbying  
Exhibit 5 – OC Community Resources Contract Reimbursement Policy

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Senior Non-Emergency Medical Transportation Services under a fixed fee Contract; and

**WHEREAS**, County solicited Contract for County of Orange Aging Program Services as set forth herein, and Contractor represented that it is qualified to provide Senior Non-Emergency Medical Transportation Services to the County as further set forth herein; and

**WHEREAS**, Contractor agrees to provide Senior Non-Emergency Medical Transportation Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, Contractor agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

**WHEREAS**, Contractor agrees to meet the Staffing Plan requirements set forth in attached hereto as Attachment D; and

**WHEREAS**, Contractor agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

**WHEREAS**, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Senior Non-Emergency Medical Transportation Services with the Contractor to carry out certain program services and activities for the Fiscal Years 2022-25.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **DEFINITIONS**

“Administrator” means the Executive Director, Orange County Office on Aging (“OoA” or “Office on Aging”), the designated Area Agency on Aging for Orange County, or designee thereof.

“Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

“County’s Contract Administrator” means the Contract Manager who shall administer this Contract as is necessary or reasonable to comply with County policies.

“Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

“D-U-N-S Number” means Data Universal Numbering System, a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity.

“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.

“Program Income” means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include voluntary contributions received from a participant or other party for services received, income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, royalties received on patents and copyrights from contract-supported activities, or proceeds from the sale of goods created under a California Department of Aging (“CDA”) grant funds.

“Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

“Recoverable cost” means the state and federal share of the questioned cost.

“Subcontractor” and “subcontractor” means any entity that furnishes to Contractor services or supplies related to this Contract.



## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, including the recitals which are incorporated herein by reference, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including

the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further obligation, cost, expense or liability of any kind.
1. Termination for cause includes, among other things, the County's termination of the Contract in the event of:
    - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
    - ii. Inadequate program performance;
    - iii. Failure to comply with reporting requirements;
    - iv. Evidence that Contractor is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
    - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Contractor;
- vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income;
- viii. Bankruptcy proceedings of Contractor;
- ix. Finding of debarment or suspension;
- x. Material change in Contractor's organizational structure;
- xi. Any breach of Contract; and
- xii. Any misrepresentation, or fraud on the part of the Contractor.

County may terminate this Contract and be relieved of the payment of any compensation to Contractor.

In the event of such termination, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Contractor under this Contract but Contractor shall not be relieved of liability. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Contractor, and County may withhold any payments to Contractor until such time as the exact amount of damages due County from Contractor is determined.

2. Termination for convenience. County may terminate this Contract, without cause, upon thirty (30) days written notice to Contractor, except County may terminate this Contract for failure of any of the funding contingencies set forth in Paragraph BB, Contingency of Funds, upon ten (10) days written notice to Contractor.
3. Return of funds. Contractor agrees that upon expiration or notice of termination of this Contract or dissolution of Contractor's entity, Contractor shall, immediately upon written demand, return to County all funds paid to Contractor by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Contractor's entity.
4. Cancellation of commitments/termination claim. After receipt of notice of termination, Contractor shall cancel outstanding commitments required by this Contract.
  - i. With respect to the above-cancelled commitments, Contractor agrees to provide, within ten (10) days of a notice of termination, a plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval of Administrator.
  - ii. Contractor shall submit a termination claim to Administrator promptly after receipt of a notice of termination, but in no event later than sixty (60) days from the effective date thereof unless an extension, in writing, is granted by Administrator.

**L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Contractor will be responsible for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a Form 1099 by the County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or

subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and

- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of

interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.



- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's Project Manager.

**BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

**CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County procured Senior Non-Emergency Medical Transportation Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on July 1, 2022 and continue through June 30, 2025, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The fee rates for any renewal periods shall be the same as the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Contractor's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Contractor shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
5. **Maximum Obligation:** The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$4,194,726, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.
6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as originally set forth or as previously amended in this Contract.

7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Paragraph K herein;

- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
8. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- The Contractor shall not use moneys provided under this Contract to pay or reimburse any staff person of Contractor or any consultant to Contractor, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Contractor. Contractor shall further be subject to the full texts of local, State and federal conflict of interest statutes applicable to this Contract.
10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
12. **Project Manager, County:** The County shall appoint a Project Manager to act as 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 the Contractor.

13. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager, in consultation and agreement with the Director, shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

A. Copyrights

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Paragraph 14(B) below.

2. The Contractor may request permission to copyright material by writing to the Director of Office on Aging. The Office on Aging will request permission from the Director of CDA. The County shall use commercially reasonable efforts to secure from the Director of CDA permission, or reason for denying permission to the County in writing within approximately sixty (60) days of receipt of the request, and will inform Contractor after receiving a decision from CDA.

3. If the material is copyrighted with the consent of CDA, the State of California reserves, and Contractor hereby grants to the State of California, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Contractor also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State of California and/or County funds will not be used in the performance of this

Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Contractor shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. The County shall use commercially reasonable efforts to (1) respond; and (2) if appropriate, secure consent from the Director of CDA, or the reasons for denial, and any conditions under which it is given or denied, within sixty (60) days after the written request is received by County. CDA and/or County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of the Standard Agreement for Contract Number AP-1920-22 by and between the County and CDA, the State of California may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law.

15. **Licenses:** At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

**16. Disputes – Contract:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the

Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

19. **Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
20. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
21. **Access and Records:** County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Contractor's activities, books, documents and papers (including computer records and emails) and to records of Contractor's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Contractor shall insert this condition in each Contract between Contractor and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Contractor are kept. Contractor shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Contractor does not make the above referenced documents available within the County of Orange, California, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
22. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
23. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
24. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without advance written consent of the County. Any attempt by the Contractor



to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The Contractor shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

25. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. **Media Contact/News/Information Release:** The Contractor agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract without first obtaining review and written approval of said media/press contact, discussion, and/or news release from the County through the County's Project Manager.
28. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources  
Office on Aging  
Project Manager  
1300 S. Grand Ave. Bldg. B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4407

OC Community Resources  
Contract Development and Management  
Contract Administrator  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For Contractor:

Abrazar, Inc.  
Mario A. Ortega, Chief Executive Officer  
7101 Wyoming Street  
Westminster, CA 92683

29. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
30. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
31. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be

submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

32. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

33. **County Branding and Funding Source Identification Requirements:**

**Publicity, Literature, Advertisement and Social Media**

A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited and Contractor agrees that it shall take no such action.

B. Contractor may speak to the media/press, release statements, allow for video or photography, or develop and publish information related to this Contract only where all of the following conditions are satisfied:

1. Project Manager provides its written approval of (1) the oral, written, or other content; and (2) publication or other communication of the content/information, at least five (5) days prior to Contractor publishing or communicating the content/information, unless a different timeframe for approval is agreed upon by the Project Manager;

Unless directed otherwise by Project Manager, the communication or statement will include an oral or written statement that the Contract and related program, wholly or in part, is funded through County, State and/or Federal government funds, and identify the specific funding source(s) for the Contract and related program; and

All project publicity shall include the following statement: "This project is funded through a grant from the County of Orange, as allocated by the Orange County Board of Supervisors and administered by the Office on Aging."

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:

- a. any commercial product or service; and,
  - b. any product or service provided by Contractor, unless approved in writing by Project Manager.
3. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Project Manager. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.
4. Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.

### **Program Specific Terms and Conditions:**

34. **Debarment:** Contractor shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

### **35. Lobbying Certification:**

- A. Contractor shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Contractor shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Contractor, or any person, firm or corporation acting on Contractor’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Contractor pursuant to this Contract.
  - B. Contractor agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
  - C. Contractor shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
36. **Fraud:** Contractor shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Contractor or its Subcontractor(s) under this Contract. Contractor shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Contractor shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

37. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

38. **Fiscal Accountability:**

A. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor's system shall provide fiscal control and accounting procedures that will include the following:

1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
2. Effective internal controls to safeguard assets and assure their proper use;
3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
4. Source documentation to support accounting records; and
5. Proper charging of costs and cost allocation.

B. Contractor's Records. Contractor's records shall be sufficient to:

1. Permit preparation of required reports;
2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and;
3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

39. **Indirect Costs:** The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs. Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractor must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

40. **Dissolution of Entity:** Contractor shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.

41. **Performance Standards:** Contractor shall comply with and adhere to the performance accountability standards and general program requirements defined in Attachment A and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. Accepted professional standards. The performance of work and Services pursuant to this Contract by Contractor and its subcontractor's, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its subcontractor's, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.
- B. Performance of Contractor. Contractor agrees to meet the performance standards listed in Attachment E.

Administrator or Contractor may transfer units of Service from one unit of Service to another unit of Service in Attachment "A" as long as the basic goals and objectives of the program are not altered, and prior written agreement is obtained by Contractor from Administrator. Administrator in its sole discretion may increase units of Service in Attachment A as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment A as a result of a contingency cost decrease. If, at the end of any third, sixth or ninth month, the reported units of service fall below 95% or above 110% of the contracted levels for the Senior Non-Emergency Medical Transportation program, County, in its sole discretion, may do any, or more than one, of the following:

- i. If Administrator determines that Contractor's failure to provide the required levels of Service poses an immediate risk to the health or safety of the older adult clients who should benefit from Services provided by Contractor, and that the most effective method of protecting the interests of the older adults is to obtain the Services described herein from another source, County may terminate this Contract immediately in accordance with Paragraph K hereof and pursue all available legal remedies for breach of this Contract, including, but not limited to, the return by Contractor of all funds paid by County to Contractor that were not expended in accordance with this Contract.
- ii. If Administrator determines that Contractor's failure to provide the required levels of service poses an immediate risk to the health or safety of the older adults who should benefit from services provided by Contractor, and that the most effective method of protecting the interests of the older adults is to require full performance by Contractor of its duties hereunder, County may seek such injunctive relief against Contractor as is appropriate and pursue all other available legal remedies for breach of this Contract, including, but not limited to, the return by Contractor of all funds paid by County to Contractor that were not expended in accordance with this Contract.

- iii. If the level of performance falls below the proposed and accepted levels of service for the SNEMT program or 95% of the level(s) as specified in Attachment A without proper justification, Administrator may unilaterally reduce the funding available to Contractor under this Contract to reflect the level of service actually provided by Contractor, and may unilaterally make concomitant adjustments in the funding amounts set forth in the Budget Schedule Attachment C of this Contract.
- iv. Administrator may demand, and Contractor shall submit upon demand, a corrective action plan that shall include an analysis of the causes of the problem, specific actions to be taken to correct the problem, and a timetable for each such action. The corrective action plan is to be submitted to Administrator within ten (10) days of the request from County and implemented in the required time frame. If Contractor does not carry out the required corrective action within the designated time frame, County shall have the right, in its sole discretion, to take any, or more than one, of the following actions:
  - a. Terminate this Contract pursuant to Paragraph K hereof;
  - b. Discontinue program support until such time as Contractor complies with the corrective action plan;
  - c. Seek appropriate injunctive relief;
  - d. Collect from Contractor all funds paid by County to Contractor that were not expended in accordance with this Contract;
  - e. Collect from Contractor damages for breach of this Contract;
  - f. Reduce the funding available to or hereunder; or
  - g. Pursue any other available legal or equitable remedy against Contractor.

Within five (5) days of demand therefore, Contractor shall repay to County all funds paid by County to Contractor that were not expended in accordance with this Contract.

C. Reporting requirements

- i. Contractor will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange Office on Aging (OoA).
- ii. Contractor shall retain all collected data for the periods specified in Paragraph 46 of this Contract. County has the right to review this documentation at any time during normal business hours.
- iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- iv. Contractor is required to collect and report program data to OoA, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by OoA.
- v. Data shall be collected by Contractor every time a service is delivered to a registered client. Data shall be reported to OoA monthly, or as designated by Administrator.
- vi. Contractor will also be required to submit to OoA other records, statistical information, financial reports, invoices, and program information in electronic or paper format by the 15th of every month unless otherwise authorized by Administrator.

- vii. If County-provided data collection equipment is provided; Contractor must maintain such equipment in a secure office environment.
- viii. Within 10 days of award of this Contract the Contractor must inform the OoA of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Contractor must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.
  - a. Supervising the collection of, or collecting data from this program;
  - b. Compiling collected data and reconciling it to data collected;
  - c. Recording collected data in a format required by OoA, using an application required by OoA;
  - d. Distributing forms and reports to the responsible person and collecting completed forms; and
  - e. As required, completing all required OoA forms.
- ix. Computer Interface Capability: Contractor’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the OoA to provide the required OoA reporting data, if required by Administrator. Contractor must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.
- x. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of this Section 41 of the Contract. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

#### 42. **Payments:**

Contractor agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by Contractor to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Contractor will be reimbursed by County if incurred after June 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Contractor in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Contractor’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Contractor’s invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Contractor may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Contractor.
- C. Invoices: Contractor shall provide monthly invoices by the 15<sup>th</sup> day following the month being reported. If the 15<sup>th</sup> falls on a weekend or holiday, the invoice/data report is due



the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Contractor costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation has been received and approved by the County.

If Contractor expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Contractor may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

43. **Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
44. **Modification of Budget Schedule:** Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Contractors will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.
45. **Annual Audit:** Contractor shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in Attachment A and which by this reference is incorporated herein and made a part hereof as if fully set forth.
46. **Audit Requirements:**

- A. Maintenance and retention. Contractor shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, Contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Contractor as follows:
- i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
  - ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs "B" or "C" below, or for such longer period as the State or County deem necessary.

- B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph “A” and “C”.
- C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Contractor.
- D. Accounting records. Unless otherwise agreed in writing by Administrator, Contractor shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Contractor and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. Financial reporting requirements. Grant funds shall be identified separately. The County requires Contractor to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed by award year beginning July 1st and ending June 30th.
- F. Subcontract provisions. Contractor shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence pertinent to the sub-contract for the period of time specified in this Paragraph “A”, “B”, and “C” above.
- G. Audit.
- i. If Contractor expends more than \$750,000 in federal funds during the term of this Contract, Contractor shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Contractor’s fiscal year and in accordance with 2 CFR Part 200, Subpart F, “Audit Requirements of States, Local Governments, and Non-Profit Organizations,” which is incorporated herein by reference. Furthermore, County retains the authority to require Contractor to submit a similarly prepared audit

at Contractor's expense even in instances when Contractor's expenditure is less than \$750,000.

- ii. Contractor shall take the following actions in connection with such audit:
    - a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Contractor's audit report;
    - b. Adjust its own records as necessitated by the audit;
    - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Contractor to comply with 2 CFR Part 200, Subpart F;
    - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
    - e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
    - f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
    - g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
    - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
    - i. Cooperate with and participate in any further audits which may be required by County or the State;
    - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
    - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is
      - l. performed by an independent auditor, and is organization-wide;
  - iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Contractor shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.
- H. Final financial statement. Within thirty (30) days after termination of this Contract, Contractor shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Contractor's final invoice and substantiating reports.

**47. Non-Discrimination and Compliance Provisions:**

- A. State laws.
- i. Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
  - ii. Contractor's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
  - iii. Contractor shall include the nondiscrimination and compliance provisions of this Paragraph 47 "A" in all sub-contracts to perform work under this Contract.
- B. Title VI of Civil Rights Act. Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.
- E. Failure to comply. If Contractor fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 47 Administrator may withhold payment to Contractor and/or terminate this Contract in accordance with Paragraph K.

**48. Drug Free Workplace:** Contractor shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.

49. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity.

The D-U-N-S Number must be provided to County at the County's request and prior to the execution of this Contract and ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," with no active exclusions prior to execution of this Contract.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

50. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D and/or E may be modified upon mutual written agreement of the Director and Contractor so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D and/or E then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, by written change order to Contractor, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the Orange County Office on Aging operations or performance, the operations or performance of Contractor, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

Contractor and County shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Contract. Contractor's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written modification of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Contractor shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Contract.

- B. Contractor may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. County's Contract Administrator may approve a request that meets all of the following criteria:
- i. It does not materially change the terms of this Contract, and
  - ii. It is supported by adequate consideration to County.

Board of Supervisors' action is necessary to approve a request from Contractor that does not satisfy all of the criteria listed above.

51. **Complaint Resolution Process and Grievance Procedures for Participants:** Contractor shall comply with grievance procedures, as defined by the program's funding stream. Contractor shall advise participants of their right to file complaints and of the procedures for resolution of complaints. Contractor shall follow program's procedures for handling complaints which is available from the County's Project Manager for alleging a violation of regulations, grants or other agreements. Any decision of the County, the State or the Federal government relating to the complaint shall be binding on Contractor.

Contractor shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

52. **Sectarian Activities:** Contractor certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

53. **Policies and Procedures:** Contractor shall monitor its program for compliance with the provisions of this Contract. Contractor shall also comply with all applicable parts of County's Policies and Procedures when applicable.

54. **Sweat-free Code of Conduct:** All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Contractor from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under this paragraph.

55. **S.W.A.G.:** The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

56. **Corporate Status:** All corporate Contractors shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Contractor shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Contractor immediately in writing to County's Project Manager. If Contractor fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Contractor, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**57. Compliance with Other Laws:**

- A. Laws related to Contract. Contractor and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.
- B. Laws applicable to Contractor's operations. Contractor and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to wages and hours of employment, occupational safety, fire safety, health and sanitation.
- C. Federal environmental laws. If the amount of compensation Contractor shall receive under this Contract exceeds \$100,000, Contractor and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:
  - i. Clean Air Act as amended (42 U.S.C. 7401)
  - ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
  - iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
  - iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
  - v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- D. State Energy Plan. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).
- E. Withholding. Contractor shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.
- F. Elder abuse reporting. Contractor shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Contractors, subcontractors or volunteers to provide services supported by this Contract, Contractor shall deliver to them, and obtain their signatures on, the forms described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Contractor shall retain the originals of all such signed forms.
- G. Debarment.

- i. Contractor shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
    - ii. Contractor shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors' debarment/suspension status.
  - H. State and local environmental and land use laws.
    - i. Contractor shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Contractor further agrees to provide Administrator proof that Contractor has complied with, and maintains compliance with, all zoning regulations and that Contractor has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.
    - ii. By signing this Contract, Contractor swears under penalty of perjury that Contractor is not:
      - a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
      - b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
      - c. finally determined to be in violation of provisions of federal law relating to air or water pollution.
  - I. Failure to comply. If Contractor fails to comply with the requirements of any Sections of this Paragraph 57, Administrator may withhold payment to Contractor and/or terminate this Contract in accordance with Paragraph K.

58. **Focal Points:** Intentionally left blank.

59. **Covenant Against Contingent Fees:**

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



**Signature Page**

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

**ABRAZAR, INC.**

By: DocuSigned by:  
Mario Ortega  
CA5455507877494...

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

Name: Mario Ortega

Name: \_\_\_\_\_

Title: Chief Executive Officer

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

Dated: 4/6/2022

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.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_  
Deputized Purchasing Agent  
OC Community Resources

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

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL**

By: DocuSigned by:  
John Cleveland  
74000D32FE65457...  
DEPUTY COUNTY COUNSEL

Dated: 4/6/2022



SCOPE OF SERVICES  
SNEMT – MEASURE M2  
SERVICE AREA 3 – CENTRAL/WEST

**1. CONTRACTOR’S SCOPE OF SERVICES**

FY 2022-23 Total Units of Service:

- Annual Estimated Number of Miles: 272,301
- Annual Estimated Number of Trips: 59,952

FY 2023-24 Total Units of Service:

- Annual Estimated Number of Miles: 280,056
- Annual Estimated Number of Trips: 61,659

FY 2024-25 Total Units of Service:

- Annual Estimated Number of Miles: 286,588
- Annual Estimated Number of Trips: 63,097

- 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 and B. 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 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 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. 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 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 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 Contractor 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

Contractor is 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. Contractor 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 SNEMT Contractor'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 Contractor (s) in its respective Service Area.

Any new Contractor (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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- H. Driver's & Staffing Policies
  - I. Back-Up Systems
  - II. Driver Dress and Appearance
  - III. Required Driver Tools
  - IV. Driver Personnel Policies
  - V. Removal of Drivers
  - VI. Driver Feedback
  - VII. Lost and Found
  - VIII. Driver Training and Safety Programs
- I. Vehicle Maintenance Schedule
  - I. Preventive Maintenance Schedule
  - II. SNEMT Vehicle Standards
  - III. Red Tagged Vehicles
- J. Driver's Pre-Shift and Post-Shift Vehicle Inspections
- K. Sample Forms
  - I. SNEMT Application Form
  - II. Client Release Form/SNEMT Program Waiver
  - III. User Fee Waiver Form
  - IV. Rider Instructions and Client Guidelines
  - V. Complaint Form
  - VI. Incident Report Form
  - VII. Vehicle Daily Inspection Form
  - VIII. Vehicle Inspection Form
  - IX. Invoice Template
  - X. Monthly Performance Report
  - XI. Demographic Report

## 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 are 75% or more 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, they shall provide OCTA with a Notice of Intent for Trip Prioritization within 30 days and shall explain the reasoning for initiating trip prioritization. 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 through the end of the same County fiscal year in which the activation occurred. At the end

of the County fiscal year and based on information provided in the quarterly report, 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/she has access to fax or e-mail.  
A sample of the User Fee Waiver Form is included in Section XII.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/(714) 480-6450, if the SNEMT program cannot assist the client in finding other transportation options.

A sample SNEMT Application Form is included in Section XII.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 XII.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 or (714) 480-6450 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 XII.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 number of where client needs to go
2. Handle telephone requests and inquiries 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 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 XII.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 or Manager 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(s).
  - f. If necessary, move client(s) out of the vehicle and to the closest safe area.
  - g. Do not touch fallen or damaged electrical wires.
  - h. Dispatcher, TC or Manager to contact/inform the manager of SNEMT program.
  - i. Dispatcher, TC or Manager 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 XII.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 or Manager will notify OoA Program Administrator of client's complaint and plan of action within five (5) 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> 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 XII.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 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. Additionally, map links for each trip must be included in the trip sheet uploaded to the secured server as a secondary method of trip verification.
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 XII.J.

A sample of the Demographic Report Form is included in Section XII.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 SNEMT 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 SNEMT vehicles.
4. Contractor shall maintain a smoke free work environment. There is no smoking allowed in SNEMT vehicles or anywhere in SNEMT facilities. This includes but is not limited to the following items: cigarettes, cigars, and e-cigarettes/vaporizers.
5. SNEMT 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 SNEMT 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 SNEMT 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 and use of other mobile map/GPS applications
  - 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 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 Contractor 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 XII.G

**I. XI. PUBLIC HEALTH EMERGENCY****A. SAFETY AND SANITATION RECOMMENDATIONS**

1. **SNEMT Contractor shall at a minimum, adhere to federal, State, and local guidelines pertaining to a public health emergency.**
2. **SNEMT Contractor shall establish internal policies and procedures that align with federal, State, and local public health emergency guidelines. Internal policies and procedures shall apply to the SNEMT Contractor's staff, volunteers, and clients.**

- 3. SNEMT Contractor shall train all staff and volunteers on proper safety and sanitation practices to help mitigate the spread of any communicable diseases.**
- 4. SNEMT Contractor shall provide the necessary Personal Protective Equipment (PPE) to staff, volunteers, and clients during a public health emergency. PPE may include but are not limited to face masks, face shields, sanitizing wipes, sanitizing cleaners, and hand sanitizers.**
- 5. If necessary, SNEMT Contractor shall limit the number of passengers transported in the same vehicle during a public health emergency to help mitigate the spread of any communicable diseases. Vehicles must be cleaned and sanitized in between trips.**
- 6. SNEMT Contractor must reach out to the Office on Aging to obtain any guidance or recommendations related to any public health emergency.**

## **XII. 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. SAMPLE DEMOGRAPHIC & MONTHLY PERFORMANCE 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>•Referrals to alternative transportation provided: _____</li> <li>•Reason referred to OoA I&amp;A: _____</li> <li>•Need for follow-up contact: _____</li> <li>•Annual Income: <input type="checkbox"/>At or below AMI <input type="checkbox"/>Above AMI _____</li> <li>•Financial Hardship waiver issued: _____</li> </ul>
---

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

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 #

<b>INVOICE:</b>		Month		Year		<b>BUDGET:</b>		<b>REM. BAL:</b>		<b>Amounts Invoiced</b>	
		Invoice Number									
Mileage Type				Number of Trips	Total Miles	Rate Per Mile	Month Subtotal	Previous Contract To Date	Contract To Date		
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 Subtotal	Previous To Date	Contract 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 Subtotal	Previous To Date	Contract To Date
Trip A					
Trip B					
Trip C					
Trip D					
<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 \_\_\_\_\_

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

**SEE ATTACHED NEXT PAGE**

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PAYMENT/COMPENSATION  
SNEMT – MEASURE M2  
SERVICE AREA 3 – CENTRAL/WEST COUNTY

1. **COMPENSATION:**

This is a fixed fee Contract between the County and the Contractor for **\$1,361,504 (FY 2022-23)**, **\$1,400,282 (FY 2023-24)**, and **\$1,432,940 (FY 2024-25)** as set forth in Attachment A. 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 SCHEDULE**  
**SNEMT – MEASURE M2**  
**SERVICE AREA 3 – CENTRAL/WEST COUNTY**

**1. Budget**

A. Program Budget

	FY 2022-23	FY 2023-24	FY 2024-25
Contract Amount	\$1,361,504	\$1,400,282	\$1,432,940
Service Area 3: Central/West County	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile
Non-Ambulatory Transportation Services Curb-to-Curb	\$4.00	\$4.00	\$4.00
Non-Ambulatory Transportation Services Door-to-Door	\$6.00	\$6.00	\$6.00
Transportation Services Curb-to-Curb	\$4.00	\$4.00	\$4.00
Transportation Services Door-to-Door	\$6.00	\$6.00	\$6.00
Total Average Price per Mile (Total/4)	\$5.00	\$5.00	\$5.00
Average Annual Estimated Cost Per Trip	\$22.71	\$22.71	\$22.71

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 fifteen (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 "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 5 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.

## **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 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 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.



STAFFING PLAN  
SNEMT – MEASURE M2  
SERVICE AREA 3 – CENTRAL/WEST COUNTY

**1. Staffing Plan**

**Project Title: SNEMT M2 – Abrazar, Inc.**

Complete and Submit – Initial Report due on or before July 1.

(Include Classification/Title, FTE).

	<b>Classification/Title</b>	<b>FTE</b>
1	Chief Executive Officer	0.10 FTE – In-Kind
2	Director of Finance & Administration	0.25 FTE – In-Kind
3	Accounting Manager	0.10 FTE – In-Kind
4	Senior Services Manager	0.10 FTE – In-Kind
5	Director of Transportation/Fleet Maintenance	0.50 FTE
6	Training Supervisor	0.25 FTE
7	Safety Supervisor	0.25 FTE
8	IT & Transportation Auditor	0.25 FTE
9	Transportation Auditor/Assistant Coordinator	0.25 FTE
10	SNEMT Program Manager	1.00 FTE
11	SNEMT Program Manager	0.50 FTE
12	Transportation Coordinator	1.00 FTE
13	SNEMT Program Lead	1.00 FTE
14	Assistant Coordinator	0.50 FTE
15	Assistant Coordinator	0.25 FTE
16	Transportation Auditor/Assistant Coordinator	0.25 FTE
17	SNEMT Drivers	15 FTEs
	<b>Total FTEs</b>	<b>21.55 FTEs</b>



PERFORMANCE STANDARDS  
SNEMT – MEASURE M2  
SERVICE AREA 3 – CENTRAL/WEST COUNTY

1. **Performance Standards:**

- A. Accepted professional standards. The performance of work and services pursuant to this Contract by Contractor and its sub-contractors, if any, shall conform to accepted professional standards associated with all services provided under this Contract. Contractor shall resolve all issues regarding the performance of Contractor and its sub-contractors, if any, under this Contract using good administrative practices and sound judgment. Contractor shall be accountable to County for the proper use of funds provided to Contractor pursuant to this Contract and for the performance of all work and services pursuant to this Contract.
- B. Reporting requirements.
- I. Contractor will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange Office on Aging.
  - II. Contractor shall retain all collected data for the periods specified in this Contract. The County has the right to review this documentation at any time during normal business hours.
  - III. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- C. Performance Reports
- I. The Monthly Program Performance Report shall be due on the 15<sup>th</sup> calendar day of the following month. The Monthly Program Performance Report shall document the services provided, performance, and fund expenditures of each contracted transportation program and shall be submitted to the County Project Manager. At a minimum, this monthly report shall include the data listed on the Monthly Performance Report form, plus sufficient narrative to describe the general performance of the program during the preceding month, any changes or improvements which are being proposed for implementation, any changes to the assigned project staff or their work assignments, and any issues or challenges that have been identified that could negatively impact service quality and/or the continued operation of the program.
  - II. The Monthly Program Performance Report shall be prepared in Microsoft Word or Excel and submitted in electronic form so as to facilitate County's analysis and aggregation of performance data.



- D. Office on Aging Senior Non-Emergency Medical Transportation Performance Standards. The Office on Aging has established the following Performance Standards for the delivery of Senior Non-Emergency Medical Transportation. Office on Aging may, at its discretion, adjust the standards and enforce penalties to ensure and encourage increased efficiency and improve performance of services. Failure to maintain Minimum Performance Levels may result in monitor findings or Contract termination. Monitor findings could result in a decrease in Contract funding.

<b>STANDARD</b>	<b>MINIMUM PERFORMANCE LEVEL</b>
Customer Complaints	No more than 10 valid complaints per 3,000 passengers per month.
On-Time Performance	Arrive for 95% of scheduled trips within 15 minutes before to 15 minutes after promised time.
Ride Time	No passenger rides longer than 45 minutes for a 15-mile trip.
Missed Trips	Maximum 3 missed trips per 3,000 trips per month.
Vehicle Accident Reporting	All accidents must be reported within 24 hours to OoA.
Special Incident Reporting	All special incidents must be reported within 24 hours to OoA
Driver Qualifications	No SNEMT vehicle may be operated by an unqualified driver.
Trip & Client Exceptions	Each client eligibility exception must meet the requirements noted in policies and procedures and must be noted in the client's folder.
Door-to-Door Service	Will be provided based on individual request or predetermined need.
Reports (other than accident reports)	Must be submitted according to specified due dates.
Ineligible Trips	No clients will receive ineligible trips.

### DRUG FREE WORKPLACE CERTIFICATION

Abrazar, Inc.

**Company/Organization Name**

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - A. The dangers of drug abuse in the workplace,
  - B. The person's or organization's policy of maintaining a drug-free workplace,
  - C. Any available drug counseling, rehabilitation and employee assistance programs, and
  - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
  - A. Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
  - B. Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

#### CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.*

Mario Ortega

Official's Name

4/6/2022

Orange

Date Executed

Executed in the County of Orange

DocuSigned by:

*Mario Ortega*

Chief Executive officer

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Mario Ortega

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chief Executive Officer

Title

DocuSigned by:  
*Mario Ortega*  
CA6455507877494...

4/6/2022

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

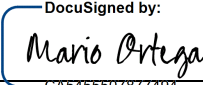
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Abrazar, Inc.  
 \_\_\_\_\_  
 Grantee/Contractor Organization

Mario Ortega  
 \_\_\_\_\_  
 Name

Chief Executive Officer  
 \_\_\_\_\_  
 Title

DocuSigned by:  
  
 \_\_\_\_\_  
 Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change  For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee  Tier _____ if known  Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:  Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):  (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	DocuSigned by: Signature: <u>Mario Ortega</u> CA5455507877494...  Print Name: Mario Ortega Title: Chief Executive Officer Telephone No: Chief Executive Officer Date: 4/6/2022	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

\_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,





**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: January 17, 2020

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**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and OC Housing & Community Development's reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

### **PROCEDURES:**

#### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

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

#### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

### **ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com)**



**Reimbursement Policy Status Form**

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor's designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

**Contractor:** Abrazar, Inc.

**Effective Date:** July 1, 2022

**Contract #:** MA-012-22011448

**Documentation Status:**  **Abbreviated**     **Comprehensive**

\*\*\*\*\*

**Program Authorization by:**

**Auditor Controller Authorization by:**

Print Name

Eliseo Gillamac

**Signed by:** \_\_\_\_\_

Print Name

DocuSigned by:

**Signed by:** Eliseo Gillamac

4/6/2022 3D3F21F3D9D341D...

**Date:** [Click here to enter text.](#)

**Date:** [Click here to enter text.](#)

*Two signatures are required to implement the form.*

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File