

**MODEL CONTRACT**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**“ENTITY”**  
**FOR**  
**SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION**  
**SERVICES**

*(Funded by FTA Section 5317 New Freedom Grant Funds)*



**MODEL CONTRACT**

Table of Contents.....2  
 Recitals.....4

**TABLE OF CONTENTS**

**Terms and Conditions**

1. Definitions .....5  
 2. Term of CONTRACT ..... 5  
 3. Payments .....5  
 4. Payment Terms – Payment in Arrears .....6  
 5. Scope of Work.....7  
 6. Contingency of Funds.....8  
 7. Fiscal Appropriations .....8  
 8. Amendments – Changes/Extra Work.....8  
 9. Price Increase/Decrease .....8  
 10. Performance Standards.....8  
 11. Performance Bond.....10  
 12. Breach of CONTRACT .....10  
 13. Conditions Affecting Work .....10  
 14. Conflict of Interest – CONTRACTOR’s Personnel .....10  
 15. Conflict of Interest – COUNTY Personnel.....11  
 16. Consulting CONTRACT – Follow-On Work .....11  
 17. Contingent Fees.....11  
 18. CONTRACTOR Bankruptcy/Insolvency.....11  
 19. CONTRACTOR’s Records .....11  
 20. Confidentiality of Service Recipients.....11  
 21. Legal Status of CONTRACTOR.....12  
 22. Records and Audit.....12  
 23. Evaluation and Monitoring .....15  
 24. CONTRACTOR Personnel – Drug-Free Workplace.....15  
 25. County of Orange Child Support Enforcement.....16  
 26. Data – Title To.....17  
 27. EDD Independent CONTRACTOR Reporting Requirements.....17  
 28. Gratuities.....17  
 29. News/Information Release .....17  
 30. Notices .....17  
 31. Ownership of Documents .....18  
 32. Precedence .....18  
 33. Publications.....18  
 34. Errors and Omissions.....18

**Program Specific Terms and Conditions**

35. Procurement.....19  
 36. Compliance with Non-Discrimination Laws .....19  
 37. Compliance with Other Laws .....20  
 38. Audits/Inspections .....21  
 39. No Government Obligation to Third PARTIES .....22  
 40. Program Fraud and False or Fraudulent Statements and Related Acts .....22  
 41. Recycled Products .....22

**General Terms and Conditions**

A. Governing Law and Venue .....23  
 B. Entire CONTRACT .....23  
 C. Amendments .....23  
 D. Taxes .....23  
 E. Delivery .....23  
 F. Acceptance/Payment.....23  
 G. Warranty.....23  
 H. Patent/Copyright Materials/Proprietary Infringement.....24  
 I. Assignment or Sub-contracting .....24  
 J. Non-Discrimination .....24  
 K. Termination .....24  
 L. Consent to Breach Not Waiver .....25  
 M. Remedies Not Exclusive.....25  
 N. Independent CONTRACTOR .....25  
 O. Performance.....26  
 P. Insurance .....26  
 Q. Bills and Liens .....28  
 R. Changes.....28  
 S. Change of Ownership.....28  
 T. Force Majeure .....29  
 U. Confidentiality.....29  
 V. Compliance With Laws .....29  
 W. Freight (F.O.B. Destination). .....29  
 X. Pricing .....29  
 Y. Waiver of Jury Trial (Intentionally left blank) .....29  
 Z. Terms and Conditions .....29  
 AA. Headings .....29  
 BB. Severability.....29  
 CC. Calendar Days .....29  
 DD. Attorney Fees.....30  
 EE. Interpretation .....30  
 FF. Authority .....30  
 GG. Employee Eligibility Verification .....30  
 HH. Indemnification Provisions.....30  
     II. Audits/Inspections .....31  
 Model CONTRACT Signature Page .....32

**ATTACHMENTS / EXHIBITS**

- Attachment A – SNEMT Scope of Work
- Attachment B – SNEMT Policies and Procedures
- Attachment C – Contractor’s Price Sheet
- Attachment D – Sample Invoice
- Attachment E – Sample Monthly Performance Report

- Exhibit 1 – County of Orange Child Support Enforcement Certification
- Exhibit 2 – Agreement between OCTA and County of Orange for New Freedom Grant Funds

**MODEL CONTRACT**

This Agreement # [REDACTED], 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," "[REDACTED]," with a place of business at [REDACTED] (Payment/Ordering address at [REDACTED]) hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

**RECITALS**

**WHEREAS**, 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 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), Federal New Freedom funds and Measure M2, among three (3) Service Areas in the COUNTY. New Freedom funds require a dollar-for-dollar match with TSR or M2 funds; and

**WHEREAS**, CONTRACTOR responded to a FY [REDACTED] Request for Proposal ("RFP") for Senior Non-Emergency Medical Transportation Program Services to older adults in Orange County; and

**WHEREAS**, the CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP for Senior Non-Emergency Medical Transportation Services in Service Area [REDACTED]; and

**WHEREAS**, COUNTY approved an allocation of \$ [REDACTED].00 ([REDACTED] Dollars and 00 Cents) in Program funding to CONTRACTOR to carry out certain program services/activities;

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

**Terms and Conditions:****1. Definitions**

- A. "Administrator" means the Executive Director, Orange County Office on Aging (OoA), the designated Area Agency on Aging for Orange County, or designee thereof.
- 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. Additional definitions pertaining to New Freedom grant funds are contained in the Cooperative Agreement C-3-1835 as amended between the Orange County Transportation Authority and the County of Orange, Attached hereto as Exhibit 2, and incorporated herein by reference.
- E. "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.

- 2. Term of CONTRACT:** The term of the CONTRACT shall begin on July 1, 2015 and end September 30, 2015. CONTRACTOR and Contract Manager may mutually agree in writing to extend the CONTRACT for a period of up to six (6) months, provided that COUNTY's maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action. Funding may be renewed, and a new CONTRACT negotiated, for two (2) consecutive one (1) year terms as allowable under the New Freedom grant funds and COUNTY. Pursuant to the provisions contained herein, the CONTRACT may be terminated earlier.

**3. Payments**

- A. Maximum Obligation of COUNTY. COUNTY will pay CONTRACTOR for the cost of the services provided up to a maximum obligation of \$\_\_\_\_\_.
- B. Required match. CONTRACTOR agrees to a fifty percent (50%) match of allowable operating Project costs. Local non-federal match may be made up of cash subsidies, fare revenues, or in-kind contributions.
- C. 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 Administrator, by the fifteenth (15th) day of each month, showing the prior month's actual services provided. If CONTRACTOR receives funds pursuant to this CONTRACT for more than one service area, each such service area shall be invoiced separately from all other service areas, and separate substantiating reports shall be submitted for each service area. COUNTY shall make monthly payments based on CONTRACTOR's data, invoice(s), and substantiating reports, unless otherwise approved by Administrator.

- ii. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
  - ii. Whenever CONTRACTOR is not in compliance with any provision of this CONTRACT, Administrator may withhold payment until such time as CONTRACTOR comes into compliance.
  - iv. Administrator also reserves the right to refuse payment to CONTRACTOR or to later disallow costs for any expenditure determined by Administrator 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 Administrator, or her designee, the Administrator has the discretion, in any given month, to pay over the monthly one-twelfth of the maximum obligation of COUNTY as stated in Paragraph "A" of this Section, 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 described.
- D. 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.
- E. Reallocation of Funds. COUNTY reserves the right to reallocate the available program funds to other service areas based on CONTRACTOR performance or client demand.
- F. 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.

#### 4. Payment Terms – Payment in Arrears

- A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this CONTRACT. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of

Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

- B. Invoices shall cover services and/or goods not previously invoiced. CONTRACTOR shall reimburse the County of Orange for any monies paid to CONTRACTOR for goods or services not provided or when goods or services do not meet CONTRACT requirements.
  - C. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the goods or services.
5. **Scope of Work:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from CONTRACTOR as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A and Policies and Procedures, identified and incorporated herein by this reference as Attachment B.
- A. Services pursuant to Attachments A and B. CONTRACTOR agrees to provide services as described in the Scope of Work, which is attached hereto as Attachment A and is hereinafter referred to as Attachment A, and Policies and Procedures, which is attached hereto as Attachment B, is incorporated herein by reference, and is hereinafter referred to as Attachment B.
  - B. These services shall be provided at the firm fixed price fully detailed in the Price Sheet, which is attached hereto as Attachment C, is incorporated herein by reference, and is hereinafter referred to as Attachment C. 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.
  - C. Additional services. CONTRACTOR also shall provide the following services to older adults to whom it provides the services described in Paragraph "A" of this Section: 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 paragraph shall be construed to limit CONTRACTOR's responsibilities for elder abuse reporting as set forth in Paragraph 37 (F) of this CONTRACT.
  - D. 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.
  - E. 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.

6. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of Federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY'S maximum obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall be binding on CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR'S or CONTRACT MANAGER'S decision.
7. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon 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.
8. **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 with the CONTRACTOR's concurrence Has the discretion to request official changes at any time without changing the intent of this CONTRACT.
9. **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.
10. **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. 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.



STANDARD	MINIMUM PERFORMANCE LEVEL
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.

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.
- 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.

iv. Performance Reports

- (1) 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.

- (2) 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.

- 11. 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.
- 12. 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:
- Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
- Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
- 13. 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.
- 14. 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 relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

15. **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.
16. **Consulting CONTRACT – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services CONTRACT or a CONTRACT which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services CONTRACT. Therefore, any consultant that CONTRACTs with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
17. **Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
18. **CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR’s insolvency, the COUNTY may terminate this CONTRACT.
19. **CONTRACTOR’s Records:** CONTRACTOR shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by CONTRACTOR in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the COUNTY. Storage of records in another COUNTY will require written approval from the COUNTY. CONTRACTOR shall reimburse COUNTY for all costs and expenses incurred by COUNTY and /or the State and U. S. government resulting from travel to a location outside of the COUNTY to inspect the records.
20. **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.

## 21. Legal Status of CONTRACTOR

- A. Corporate status.
  - i. CONTRACTOR, if a corporation and not a municipality or Indian Tribal organization, does hereby certify that CONTRACTOR is lawfully incorporated within the State of California and that by its articles of incorporation, corporate charter, or the Statutes of California, is empowered and authorized to conduct and provide the services specified in this CONTRACT. CONTRACTOR further agrees that if it is shown that the corporate status of CONTRACTOR is not valid at the time of the effective date of this CONTRACT or if CONTRACTOR loses its lawful corporate status for any reason during the time of this CONTRACT, then sufficient grounds exist for COUNTY to terminate this CONTRACT pursuant to Paragraph K of this CONTRACT or to suspend payments and operations under this CONTRACT until satisfactory status is restored.
  - ii. CONTRACTOR shall notify COUNTY immediately of any change in its corporate status.
- B. Labor relations. 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 requiring CONTRACTOR to comply with an order of the National Labor Relations Board.

## 22. Records and Audit:

- 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 section of this CONTRACT or by subsections "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 subsections "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 COUNTY PROJECT MANAGER, 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. For example, for a CONTRACTOR with an accounting period ending December 31, 2006, the amounts displayed by award year would appear on separate lines for FY 2005/06 (January 1 through June 30, 2006) and FY 2006/07 (July 1 through December 31, 2006).
- F. Subcontract provisions. CONTRACTOR shall place in all of its subcontracts, 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 subcontract 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 subcontract; and

(2) to retain books, documents, papers, records and other evidence pertinent to the subcontract for the period of time specified in this Paragraph 22, subsections "A", "B", and "C" of this CONTRACT.

G. Audit.

- i. If CONTRACTOR expends more than \$500,000 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 OMB Circular A-133, "Audits 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 \$500,000.
- ii. CONTRACTOR shall take the following actions in connection with such audit:
  - (1) 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;
  - (2) Adjust its own records as necessitated by the audit;
  - (3) Permit independent auditors to have access to its records and financial statements as is necessary for COUNTY or CONTRACTOR to comply with OMB Circular A-133;
  - (4) Submit two copies of its audit reports to COUNTY no later than 30 days after completion of the reports;
  - (5) Procure audit services in accordance with OMB Circular A-110 procurement standards and provide maximum opportunity for small and minority audit firms;
  - (6) Include in CONTRACT(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
  - (7) 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;
  - (8) 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;
  - (9) Cooperate with and participate in any further audits which may be required by COUNTY or the State;
  - (10) Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
  - (11) Ensure that the audit is performed in accordance with Government Auditing Standards, is performed by an independent auditor, and is organization-wide;

- (12) Ensure that the audit is all-inclusive, i.e., it includes an audit of the financial statements, an assessment of internal controls (including tests of transactions), and a determination of compliance with laws and regulations of all major federal programs and selected non- major program transactions.
- H. 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.
- I. Final financial statement. Within thirty (30) days after termination of this CONTRACT, CONTRACTOR shall submit to COUNTY PROJECT MANAGER 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.
- 23. 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.
- 24. CONTRACTOR Personnel – Drug-Free Workplace:** CONTRACTOR hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. CONTRACTOR will:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- i. The dangers of drug abuse in the workplace;
  - ii. The organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance programs; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:
- i. Will receive a copy of the company's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.
- D. Failure to comply with these requirements may result in suspension of payments under the CONTRACT or termination of the CONTRACT or both, and CONTRACTOR may be ineligible for award of any future COUNTY CONTRACTS if the COUNTY determines that any of the following has occurred:
- i. CONTRACTOR has made false certification, or
  - ii. CONTRACTOR violates the certification by failing to carry out the requirements as noted above.
- 25. County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the COUNTY of Orange, within ten (10) days of award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT COUNTY PROJECT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - C. A certification that the CONTRACTOR has fully complied with all applicable federal and State reporting requirements regarding its employees; and
  - D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.



26. **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.
27. **EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the COUNTY of Orange is required to file federal Form 1099-Misc 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. (See Exhibit 1)
- 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 [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).
28. **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 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.
29. **News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY’S project manager.
30. **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’ project managers’ 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:

For CONTRACTOR:

County of Orange  
 OC Community Resources  
 Office on Aging  
 PROJECT MANAGER  
 1300 South Grand Ave., Bldg. 'B', 2<sup>rd</sup> Flr  
 Santa Ana, CA 90705-4407

- 31. 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.
- 32. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. 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 paragraphs of this CONTRACT, and then the exhibits and attachments.
- 33. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.
- 34. 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 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.

**Program Specific Terms and Conditions****35. Procurement:**

- A. Competitive process. Contractor acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
- B. Non-profit Contractor. If Contractor is a non-profit organization, Contractor shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
- C. Local government Contractor. If Contractor is a local government, Contractor shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.
- D. Deviation. Should Contractor wish to deviate from the requirements of this Paragraph, or wish to issue a subcontract to other than the lowest bidder or competitor, Contractor shall submit written justification therefore to COUNTY PROJECT MANAGER for approval or denial, and shall withhold any further action until receipt of written notice of COUNTY PROJECT MANAGER's approval of said request. The decision of COUNTY PROJECT MANAGER shall be final.

**36. Compliance With Non-Discrimination Laws:**

- A. State laws.
  - i. 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.
  - ii. CONTRACTOR shall include the nondiscrimination and compliance provisions of this subsection 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 (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 subsection of this Paragraph, COUNTY PROJECT MANAGER may withhold payment to CONTRACTOR and/or terminate this CONTRACT in accordance with Paragraph K.

### 37. **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 sub-contractors shall comply with all applicable orders or requirements issued under the following laws:
  - i. Clean Air Act as amended (42 U.S.C. 1857)
  - ii. Clean Water Act (33 U.S.C. 1368)
  - iii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
  - iv. Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).
- 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. Licenses, permits, etc. CONTRACTOR and its subcontractors shall secure, and maintain in full force and effect, any and all licenses, permits, notices, certificates and authorizations, required by statutes, ordinances, rules and regulations of any applicable governmental entities pertaining to CONTRACTOR's or its subcontractors' operations.
- 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 COUNTY PROJECT MANAGER 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 COUNTY PROJECT MANAGER.
  - 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. 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.
- J. Failure to comply. If CONTRACTOR fails to comply with the requirements of any subsection of this Section 37, COUNTY PROJECT MANAGER may withhold payment to CONTRACTOR and/or terminate this CONTRACT in accordance with Paragraph K.

- 38. 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 CONTRACTOR's records before final payment is made.

CONTRACTOR agrees to maintain such records for possible audit for a minimum of three 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 CONTRACTOR cease to exist as a legal entity, CONTRACTOR's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Administrator.

- 39. No Government Obligation to Third Parties:** COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying CONTRACT, absent the express written consent by the Federal Government, the Federal Government is not a party to this CONTRACT and shall not be subject to any obligations or liabilities to the COUNTY, CONTRACTOR, or any other PARTY (whether or not a PARTY this CONTRACT) pertaining to any matter resulting from the underlying CONTRACT.
- 40. Program Fraud and False or Fraudulent Statements and Related Acts:** CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this CONTRACT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying CONTRACT of the FTA assisted project for which this CONTRACT's work is being performed. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an CONTRACT connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the COUNTY of 49 U.S.C. §5316/5317 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5316/5317(n) (1) et seq. on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- 41. Recycled Products:** CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.

**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 trial to another COUNTY.
- B. Entire CONTRACT:** This CONTRACT, including Attachments and Exhibits which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, 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.
- 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. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received 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 "HH" below, and as more fully described in Paragraph "HH", 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 "HH" 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, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, COUNTY PROJECT MANAGERS and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or subcontract 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 all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- i. Termination for cause. In the event of: (1) a violation of the law or failure to comply in a timely manner with any condition of this CONTRACT; (2) inadequate program performance; (3) failure to comply with reporting requirements; (4) 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; (5) delinquency in payment of taxes or the costs of performance of this CONTRACT in the ordinary course of business; (6) 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; (7) service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against CONTRACTOR's assets or income; (8) bankruptcy proceedings of CONTRACTOR; (9) finding of debarment or suspension; or (10) material change in CONTRACTOR's organizational structure, (11) any breach of CONTRACT, and (12) 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.

- ii. CONTRACTOR not 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.
  - iii. 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 6, Contingency of Funds, upon ten (10) days written notice to CONTRACTOR.
  - iv. 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.
  - v. Cancellation of commitments/termination claim. After receipt of notice of termination, CONTRACTOR shall cancel outstanding commitments required by this CONTRACT.
    - a. 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 COUNTY PROJECT MANAGER.
    - b. CONTRACTOR shall submit a termination claim to COUNTY PROJECT MANAGER 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 COUNTY PROJECT MANAGER.
- 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. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- N. Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY.

Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

- O. Performance:** CONTRACTOR shall perform 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 services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

**P. Insurance Provisions**

Prior to the provision of services under this CONTRACT, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore 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) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

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).

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

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	4 passengers or less: \$1,000,000 combined single limit 7 passengers or less: \$2,000,000 combined single limit 8 passengers or more: \$5,000,000 combined single limit
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct Liability	\$1,000,000 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 2010 or CG 2033 or a form at least as broad naming the COUNTY of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary 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, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

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

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.

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 to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

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.

In addition to any other requirements of this CONTRACT, CONTRACTOR shall notify COUNTY of any modification, termination, or cancellation of any CONTRACT of insurance secured by CONTRACTOR pursuant to this CONTRACT as soon as CONTRACTOR learns of the potential for, or existence of, whichever is earlier, any such modification, termination or cancellation.

Should CONTRACTOR fail to comply with the provisions of this section, Administrator may withhold or delay payments to CONTRACTOR, or terminate this CONTRACT.

- Q. Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "HH" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

- T. 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 thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. 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.
- V. 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 "HH" above, 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.
- W. Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- X. Pricing:** The CONTRACT bid price per mile reimbursement shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work  
In  
and Policies and Procedures attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. Waiver of Jury Trial: Intentionally left blank.**
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. 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.
- BB. 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.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
- EE. 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 has 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.
- FF. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. 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, consultants and subcontractors 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 employee, consultants and subcontractors for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both 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.
- HH. Indemnification Provisions:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their 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 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.

- II. 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 to 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 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 surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**\*CONTRACTOR**

By: _____	By: _____
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Dated: _____	Dated: _____

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

For CONTRACTORS that are not corporations, the person who has authority to bind the CONTRACTOR to a contract, must sign on one of the lines above.

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**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

By: _____ Steve Franks, Director OC Community Resources	Dated: _____
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**APPROVED AS TO FORM  
COUNTY COUNSEL**

By:  Deputy County Counsel	Dated: <u>04.21.2015</u>
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## SNEMT PROGRAM SCOPE OF WORK

### SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM (SNEMT) SCOPE OF WORK

#### I. 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 who lack other reasonable means of medical-related transportation. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis.

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

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

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

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

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

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

#### II. 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.

## SNEMT PROGRAM SCOPE OF WORK

### III. 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.

### IV. 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.

### V. Program Policies and Procedures

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

### VI. 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.

**SNEMT PROGRAM SCOPE OF WORK****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
- 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.

**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 to the Board of Supervisors, Health Care Agency, TSR Advisory Committee, and SNEMT Contractors.

**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, 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®. 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.

## SNEMT PROGRAM SCOPE OF WORK

### VII. 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 Administrator.

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, M2, NF).

##### 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.

#### D. 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, M2, NF).

**SNEMT PROGRAM SCOPE OF WORK**

## 2. Timing &amp; 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:

Orange County Office on Aging  
1300 S. Grand Avenue, Building B  
Santa Ana CA 92705  
Attention: Fiscal Officer

**VIII. 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.

**IX. Service Delivery Requirements.**

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

## A. Staff Requirements &amp; 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.

**SNEMT PROGRAM SCOPE OF WORK**

- 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:

**SNEMT PROGRAM SCOPE OF WORK**

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

The OoA “no stranded passengers” policy is enforced.

**B. Telephone and Radio Systems**

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

Contractor shall maintain all communications equipment in good working order.

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

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

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

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

**C. Computer System**

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

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

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

**D. Routing**

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

**X. Vehicle Operations****1. 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

## SNEMT PROGRAM SCOPE OF WORK

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.

### 2. 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.

### 3. Facilities, Vehicles & Vehicle Maintenance Services

#### a. 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.

#### b. 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.

#### c. 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,



**SNEMT PROGRAM SCOPE OF WORK**

necessary for operating the SNEMT service.

d. 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.

e. 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.

f. 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.

g. 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

**SNEMT PROGRAM SCOPE OF WORK**

- 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

## h. 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

## i. 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.

**XI. 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.

**XII. SNEMT Performance Standards**

Prior to the start of each Contract period under this Contract, OoA may review the standards established for the SNEMT program to ensure that those standards remain appropriate. In consultation with Contractor, OoA may, at its discretion, adjust the standards and enforce penalties to ensure and encourage increased efficiency and improve performance of services.

## SNEMT PROGRAM SCOPE OF WORK

STANDARD	MINIMUM PERFORMANCE LEVEL	PENALTY
Customer Complaints	No more than 10 valid complaints per 3,000 passengers per month	N/A
On-Time Performance	Arrive for 95% of scheduled trips within 15 minutes before to 15 minutes after promised time.	N/A
Ride Time	No passenger rides longer than 45 minutes for a 15 mile trip	N/A
Missed Trips	Maximum 3 per 3,000 trips per month	N/A
Vehicle Accident Reporting	All vehicle accidents must be reported within 24 hours to OoA	\$500 per accident not reported within 24 hours
Special Incident Reporting	All special incidents must be reported within 24 hours to OoA	\$500 per special incident not reported within 24 hrs
Driver Qualifications	No SNEMT vehicle may be operated by an unqualified driver	\$500 per incident and nonpayment of mileage for trips provided 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.	\$100 for each non-approved client exception; In addition, Contractor will not be reimbursed for non-approved client trips
Door-to-Door Service	Will be maintained per individual request or predetermined need	N/A
Reports (other than accident reports)	Must be submitted according to specified due dates	N/A
Ineligible Trips	No clients will receive ineligible trips.	Contractor will not be reimbursed for ineligible trips

Failure to maintain Minimum Performance Levels will result in monitoring findings, penalty assessment, or Contract termination. Monitoring findings may result in a decrease in Contract funding. If penalties are assessed, the Contractor will be given written notice of the penalties and the reason for assessment of the penalties. Contractor will be given ten working days to provide evidence to disprove the argument(s) for penalty assessment. If, after ten working days, the Contractor has not provided sufficient evidence to disprove the argument(s) for the penalty assessment, the penalties will be deducted from the next invoice amount due Contractor.

### **XIII. 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. 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.

**Senior Non-Emergency Medical Transportation Program  
Policies and Procedures  
Table of Contents**

- I SNEMT Client Eligibility Criteria
  - A. Client Eligibility
  - B. Client Priority Criteria
  
- II Application, Enrollment And Referral Procedures
  - A. Application Process
  - B. Rider Instructions And Client Guidelines
  - C. Transportation Program Service Hours
  - D. Use Of Waiting Lists
  - E. OoA Information & Assistance (I&A) Department Resources
  - F. Client Termination Or Suspension Policy
  - G. Client Releases
  
- III Trip Scheduling Instructions
  - A. Demand Responsive Reservations
  - B. Scheduling
  - C. Dispatching
  - D. No Show Policy
  - E. Cancellation Notice
  - F. No Passenger Stranded Policy
  - G. Ineligible Trips
  
- IV Emergency Procedures
  - A. Incident/Accident Procedures
  - B. Procedures for Emergencies
  - C. Incident Report Form
  
- V Client Complaint Procedures
  - A. Notification & Reactions
  - B. Client Complaint Form
  
- VI Database Procedures
  - A. Driver's Trip Sheets
  - B. Client Folders
  - C. Client Database
  
- VII Reporting Procedures
  - A. Daily Operations Reporting
  - B. Monthly Reporting
  
- VIII Driver & Staffing Policies
  - A. Back-Up Systems
  - B. Driver Dress And Appearance
  - C. Required Driver Tools
  - D. Driver Personnel Policies
  - E. Removal Of Drivers
  - F. Driver Feedback
  - G. Lost And Found
  - H. Driver Training and Safety Programs

- IX Vehicle Maintenance Schedule
  - A. Preventive Maintenance Schedule
  - B. SNEMT Vehicle Standards
  - C. Red Tagged Vehicles
  
- X Driver's Pre-Shift and Post-Shift Vehicle Inspections
  
- XI Sample Forms
  - A. Application Form
  - B. Client Release Form/SNEMT Program Waiver
  - C. User Fee Waiver Form
  - D. Rider Instructions And Client Guidelines
  - E. Complaint Form
  - F. Incident Report Form
  - G. Vehicle Inspection Form

## I. SNEMT CLIENT ELIGIBILITY CRITERIA

### A. CLIENT ELIGIBILITY

1. 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.

### B. CLIENT PRIORITY CRITERIA

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

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

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

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

## PRIORITY CATEGORIES

### 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

### 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

### 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

### 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

### Priority 5: Individuals who are:

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

- Health education
- Disease management

## II. APPLICATION, ENROLLMENT AND REFERRAL PROCEDURES

### A. APPLICATION PROCESS

1. Upon receipt of referral, the Transportation Coordinator (TC) will contact the applicant and inform the applicant of the application process and the program services.
2. 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.
3. SNEMT Application form will be mailed to applicant. User Fee Waiver form will also be mailed as needed. Forms may be faxed or e-mailed to applicant if he has access to fax or e-mail.
4. 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
5. Applicant will be informed of eligibility status within 5 days of return of application.
6. Eligible applicants will be assigned a SNEMT client ID number. Confirmation letter, program guidelines and program fact sheet will be mailed to approved applicants.
7. Referred applicants not meeting eligibility criteria will be referred to OoA Information and Assistance (800) 510-2020, if the SNEMT program cannot assist the client in finding other transportation options.

A sample SNEMT Application Form is included in Section XI.

### B. RIDER INSTRUCTIONS AND CLIENT GUIDELINES

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

### C. 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.



**D. 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.

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

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

**F. 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
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.

#### **G. CLIENT RELEASES**

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

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

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

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

#### **B. SCHEDULING**

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

#### **C. DISPATCHING**

1. Dispatchers will schedule and assign drivers and vehicles in accordance with the trips scheduled for each day;
2. Dispatchers will assist drivers while they are in service to carry out the assigned trips on time by providing address assistance and telephoning passengers as needed.
3. Dispatchers will monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner.

4. Dispatchers will provide continuous monitoring of assigned radio frequencies during all hours that vehicles are in service, answer and respond to telephone calls on the Ride Status line, and respond to calls from drivers and OoA staff.

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

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

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

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

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

1. Under no circumstances will an SNEMT client be stranded at a drop off point. At the time of the ride reservation the scheduler/dispatcher will confirm the need for a round trip and schedule accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of back-up systems will ensure the trip is provided.

**G. INELIGIBLE TRIPS**

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

**IV. EMERGENCY PROCEDURES****A. ACCIDENT/INCIDENT REPORTING AND FOLLOW UP**

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

**B. PROCEDURES FOR EMERGENCIES**

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

1. Flat-tire(s) or Engine breakdown:
  - a. Driver must bring vehicle to a safe stop and location.
  - b. Driver must call Dispatch to send another vehicle to pick up client(s) in order to drive them to their destination(s).
  - c. Driver should stay with client(s) and the vehicle until help arrives.
  - d. If unable to fix/repair, call towing service.

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

## V. CLIENT COMPLAINT PROCEDURES

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

1. Client calls SNEMT provider with complaint or provider receives complaint from third party and contacts client.
2. SNEMT TC will document client's issues on the complaint form (sample in Section XI) 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. SNEMT provider will notify OoA Program Administrator of client's complaint and plan of action within five working days of receipt of complaint.

## VI. DATABASE PROCEDURES

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

### A. DRIVER'S TRIP SHEETS

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

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

## **B. CLIENT FOLDERS**

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

## **C. CLIENT DATABASE**

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

## **VII. REPORTING PROCEDURES**

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

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

### **B. MONTHLY REPORTING**

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

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 e-mailed to OoA in Microsoft Excel format within fifteen working days of month of service. Original trip sheets/trip tickets shall be retained by the Contractor.
4. Additional performance indicators may be requested by OoA. The Monthly Performance Report will be accompanied by an electronic copy of the recorded Trip Sheet data of the Dispatch Logs for the month just completed. All data collected by the Contractor shall be available upon request for audit and inspection by OoA.

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

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

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

1. Preventive maintenance will be performed on each vehicle at the levels and intervals recommended by the vehicle manufacturer. Reports of preventive maintenance shall be maintained in a vehicle maintenance log.
2. All maintenance and repairs of vehicles shall be in accordance with vehicle manufacturer's recommendations and shall meet state of California Vehicle Code requirements, whether performed by the Contractor or authorized subcontractors. Maintenance of equipment shall be performed so as to ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the necessary number of vehicles will be available for service during the service day.

### **B. SNETM VEHICLE STANDARDS**

1. The minimum SNETM Vehicle standards are those of the California Vehicle Code. All SNETM Vehicles shall meet all applicable standards of the California Vehicle Code. Certain equipment must be present and fully functional as OEM (original equipment manufacture), as specified in this section. SNETM 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 SNETM vehicle body and/or loose pieces hanging from the SNETM vehicle body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct

- alignment to the SNEMT vehicle as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.
- b. The exterior of the SNEMT vehicle shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.
  - c. The SNEMT vehicle paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, or scratched.
3. Climate Control
- a. The air conditioning/heating units shall be functional at all times.
  - b. The air discharged from the air conditioner interior vent system shall be continuously cool.
  - c. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing.
  - d. Systems shall operate on all OEM speeds with no excessive noise.
4. Hubcaps or Wheel covers
- a. Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.
5. Interior Condition
- a. Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors, and litter.
  - b. Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done to provide a reasonable match with the existing interior.
  - c. Door handles and doors shall be intact, clean, and operational. Each door shall be capable of being unlocked and opened from the interior of the SNEMT Vehicle.
  - d. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.
6. Lights and Lenses
- a. Interior lights shall be operational.
  - b. Light lenses must be OEM, intact and contain no holes or large cracks.
7. Radio
- SNEMT vehicles shall be equipped with a two-way radio or cellular phone in working order.
8. Seat Belts
- SNEMT vehicle restraint system shall be maintained to OEM specifications and shall be in good working order.
9. Tires
- SNEMT vehicles shall be equipped with a jack, tire changing tool, and an inflated spare tire. A Company may be exempted from this requirement upon proof that the Permittee has a contract with a towing company and a policy in place to send another SNEMT Vehicle for the stranded passengers.
10. Windows
- a. Front and rear windshield per California Vehicle Code § 26710.

- b. Safety glass shall be in all windows.
- c. Windows shall be operational as originally designed.
- d. No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

11. Foot Pedal Pads

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

12. Vehicle Age

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

**C. RED TAGGED VEHICLES**

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

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

**A. 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.

**XI. SAMPLE FORMS**

- A. APPLICATION FORM**
- B. CLIENT RELEASE FORM/SNEMT PROGRAM WAIVER FORM**
- C. USER FEE WAIVER FORM**
- D. RIDER INSTRUCTIONS AND CLIENT GUIDELINES**
- E. COMPLAINT FORM**
- F. INCIDENT REPORT FORM**
- G. VEHICLE INSPECTION FORM**

## A. SAMPLE CLIENT APPLICATION

**{CONTRACTOR LETTERHEAD}****SAMPLE****Application for Senior Non-Emergency Medical Transportation Program**

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

**INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER.**

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

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

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

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

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

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

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

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

Please check all that apply:

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

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

Yes  No

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

Yes  No

4. Will a personal care attendant or assistant be traveling with you?

Yes No

5. Do you require door-to-door assistance?

Yes No

If yes, please describe reasons why:

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

7. How often do you anticipate needing to use the transportation service?

Weekly\_\_\_\_\_ Monthly\_\_\_\_\_ Other \_\_\_\_\_

8. Emergency Contact Name: \_\_\_\_\_

Emergency Contact Relationship:\_\_\_\_\_

Phone #:\_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Applicant signature**

\_\_\_\_\_  
**Date**

\*\*\*\*\*

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

How did you hear about the program?

Ethnic background: Asian Black Hispanic White  
Native American Other

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

**PROGRAM USE ONLY**

<ul style="list-style-type: none"><li>• _____</li><li>• _____</li></ul> <p>Referrals to alternative transportation provided:</p> <p>_____</p> <ul style="list-style-type: none"><li>• Reason referred to OoA I&amp;A: _____</li><li>• Need for follow-up contact: _____</li></ul> <p>• Annual Income:    <input type="checkbox"/> At or below 150% FPG                      <input type="checkbox"/> Above 150% FPG</p> <p>_____</p> <ul style="list-style-type: none"><li>• Financial Hardship waiver issued: _____</li></ul>
--



## B. SAMPLE CLIENT WAIVER

<b>SNEMT PROGRAM WAIVER</b>
-----------------------------

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

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

- Once you have received your letter of approval for transportation services and your SNEMT identification number, please call (\_\_\_\_) \_\_\_\_\_ to schedule your medical appointment ride.
- Please write down the transportation service line phone number and carry that number with you at all times. Call the number if you miss your scheduled pick-up time.
- Please call 2-3 days prior to your appointment to allow enough time to schedule the ride. Same day or next services are available on a very limited basis. Please call for additional information.
- Please notify the dispatcher of any changes or cancellations as soon as they occur.
- Please have exact change available for the user fee of \$2.00 per each one-way trip.
- Please make arrangements for your return trip home when you schedule transportation services. Please allow enough time for weather conditions, disability concerns, traffic patterns and delayed appointments.
- At the time of scheduling a ride, please notify the dispatcher of any special circumstances, disabilities, or caregivers accompanying you on your ride.
- Pick-ups and-drop offs will be door-to-door and/or curb-to-curb as requested and preference must be made known at the time of scheduling your ride.
- Personal care attendants may ride free of charge.
- If you have address or phone number changes, please call the Transportation Coordinator at (\_\_\_\_) \_\_\_\_\_ to report your changes.
- If you have a problem with your transportation services please call the Transportation Coordinator to report the problem.
- For questions or concerns regarding eligibility or exceptions for service, please call the Transportation Coordinator.
- SNEMT Transportation will not be able to respond to emergency calls. Please call 911 in the event of an emergency.
- Please be ready to board promptly at your scheduled time and please follow driver instructions when boarding or exiting the vehicle.
- Smoking is not permitted in the vehicle.
- The transporting of alcohol is not permitted in the vehicle.

- Appointments will be made on a first-come, first-served basis.
- All transportation services must originate within the Orange County designated service area.
- In order for the SNEMT Program to transport your wheelchair, it must be able to be secured, have brakes in working condition and weigh 600 pounds or less.
- If you need to go to the same place each week on a routine basis, please inform the dispatcher and we can set up a “standing order” for your rides.
- Please keep the dispatch phone number with you when using the transportation service. Call the dispatch phone number if you miss your pick-up or return scheduled time.

**CONTINUATION OF SERVICE REQUIRES THAT THE ABOVE CONDITIONS BE MET.**

**E. SAMPLE 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 INSPECTION FORM**

**VEHICLE DAILY INSPECTIONS FORM EXAMPLE**

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			

**SNEMT  
 SERVICES APPLICATION  
 FISCAL YEAR 2013-14  
 Bid #012-629271**

**ATTACHMENT 9: PRICE SHEET**

Complete this Price Sheet by entering your fixed price per mile for each category.

**Applicant Name:** \_\_\_\_\_

Please indicate the number of the Service Area you are applying to serve:  
 Area 1, North County; Area 2, South County; Area 3, Central/West County

**Service Area:** \_\_\_\_\_

	<u>Fixed Price per Mile</u>
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:	_____
<b>Average Price per Mile for Service Area</b> _____	<b><math>\frac{A + B + C + D}{4}</math></b> = _____

**Provide the following attachments at the back of this section, labeled as follows**

**Attachment 9A. Cost Justification:** Provide narrative justification for your proposed cost per mile in each of the categories listed on this price sheet.

**NEW FREEDOM TRANSPORTATION PROGRAM**

To: County of Orange, OC Community Resources/Office on Aging Check Request For:  
 1300 S. Grand Ave, Bldg B  
 Santa Ana, CA 92705

**SAMPLE INVOICE**

Contract #

<b>INVOICE:</b>		Month		Year		<b>BUDGET:</b>					
						<b>REM. BAL:</b>					
Date		Invoice Number		Amounts Invoiced							
Mileage Type				Number of Trips		Total Miles		Rate Per Mile		Month Subtotal	
A. Non-Ambulatory Transportation Services Curb-to-Curb										Previous Contract To Date	
B. Non-Ambulatory Transportation Services Door-to-Door										Contract To Date	
C. Transportation Services Curb-to-Curb											
D. Transportation Services Door-to-Door											
Subtotal Transportation Services Billing for Month				0		0.00		N/A			
										LESS PROGRAM INCOME	
										SubTotal	
										LESS MATCH (TSR/M2)	
										New Freedom Monthly SubTotal	
										Total New Freedom Reimbursed:	

Billable

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

	Month	Previous	Contract
<b>Program Match</b>	Subtotal	To Date	To Date
SNEMT			

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

**NOTES:**

Unreimbursed mileage subsidized with contributed funding:					
	Rate	Mileage	Month	Previous	Contract
			Subtotal	To Date	To Date
8600					
8601					
8602					
8603					
<b>Total</b>	<b>0.0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Contributed funding for unreimbursed mileage remaining balance			<b>\$0.00</b>		

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 \_\_\_\_\_



**NEW FREEDOM  
MONTHLY PERFORMANCE REPORT**

**Provider:**

**Month:**

Line No.	Statistic	Performance During Month	Performance FY To Date
1	<b>New Unduplicated Clients Served</b>		
2	<b>SAME DAY SERVICE TRIPS</b>		
3	<b>FRAIL EXCEPTION TRIPS</b>		
4	<b>ACCESS ASSESSMENT TRIPS</b>		
5	<b>3/4/ MILES TRIPS</b>		
6	<b>Amb. Curb to Curb Trips Provided</b>		
6a	Number of New Unduplicated Clients Served		
6b	Number of Miles		
6c	Number of Multi-passenger Trips		
7	<b>Amb. Door to Door Trips Provided</b>		
7a	Number of New Unduplicated Clients Served		
7b	Number of Miles		
7c	Number of Multi-passenger Trips		
8	<b>W/C Curb to Curb Trips Provided</b>		
8a	Number of New Unduplicated Clients Served		
8b	Number of Miles		
8c	Number of Multi-passenger Trips		
9	<b>W/C Door to Door Trips Provided</b>		
9a	Number of New Unduplicated Clients Served		
9b	Number of Miles		
9c	Number of Multi-passenger Trips		
10	<b>Total One Way Trips Provided</b>		
11	<b>Total Miles</b>		
12	<b>Total One Way Trips Requested</b>		
13	<b>Total Trip Request Denied</b>		
14	<b>Total Passengers Transported</b>		
15	<b>Total Client No-Shows</b>		
16	<b>Complaints Received</b>		
17	<b>Complaints Judged Valid</b>		
18	<b>Incident Reports</b>		
19	<b>Out of County Trips</b>		
20	<b>Client Fees/Donations Collected</b>		
21	<b>In-Kind Contribution</b>		

**NEW FREEDOM  
MONTHLY DEMOGRAPHIC REPORT**

**Provider:**

**Month:**

Line No.	Statistic	Performance During Month	Performance FY To Date
<b><u>CLIENTS:</u></b>			
1	Age 60-64	<input type="text"/>	<input type="text"/>
2	Age 65-74	<input type="text"/>	<input type="text"/>
3	Age 75-84	<input type="text"/>	<input type="text"/>
4	Age 85+	<input type="text"/>	<input type="text"/>
5	<b>Total New Unduplicated Clients</b>	<input type="text"/>	<input type="text"/>
<b><u>ETHNICITY</u></b>			
6			
7	White	<input type="text"/>	<input type="text"/>
8	Hispanic	<input type="text"/>	<input type="text"/>
9	Asian/Pacific Islander	<input type="text"/>	<input type="text"/>
10	Black/African American	<input type="text"/>	<input type="text"/>
11	Other	<input type="text"/>	<input type="text"/>
12	Decline to State	<input type="text"/>	<input type="text"/>
13	<b>Total New Unduplicated Clients</b>	<input type="text"/>	<input type="text"/>
<b><u>INCOME</u></b>			
14			
15	At or below 150% FPG	<input type="text"/>	<input type="text"/>
16	Above 150% FPG	<input type="text"/>	<input type="text"/>
17	Decline to State	<input type="text"/>	<input type="text"/>
18	<b>Total New Unduplicated Clients</b>	<input type="text"/>	<input type="text"/>

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful CONTRACTOR must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful CONTRACTOR may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement  
Certification Requirements**

**(blank form)**

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

- C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.*

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Authorized Signature	Print Name	Title
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**COOPERATIVE AGREEMENT NO. C-3-1835****BETWEEN****ORANGE COUNTY TRANSPORTATION AUTHORITY****AND****COUNTY OF ORANGE, OFFICE ON AGING**

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of March, 2014 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the state of California (hereinafter referred to as "AUTHORITY"), and County of Orange, Office on Aging, 1300 South Grand Avenue, Building B, Second Floor, Santa Ana, California 92706 (hereinafter referred to as "AGENCY").

**RECITALS**

**WHEREAS**, the Federal Transit Administration (FTA) Section 5316 Jobs Access Reverse Commute (JARC) and Section 5317 New Freedom (NF) grant programs provide an opportunity for local agencies, non-profit organizations, and transportation providers to meet the special transportation needs of persons with low income, those with disabilities, and seniors; and

**WHEREAS**, AUTHORITY is the designated grant recipient for the FTA Section 5316 JARC and Section 5317 NF grant programs; and

**WHEREAS**, AGENCY wishes to expand the transportation services currently available to persons with low income, those with disabilities, and seniors in Orange County; and

**WHEREAS**, AUTHORITY and AGENCY agree to enter into this Cooperative Agreement so AUTHORITY may pass along the FTA Section 5316 JARC and/or Section 5317 NF grant programs (the "Federal Funds") received from FTA to the AGENCY; and

**WHEREAS**, this Cooperative Agreement defines the roles and responsibilities of AUTHORITY and AGENCY in executing a transportation program for persons with low income, those with disabilities, and seniors ("Project");

**NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCY as

1 follows:

2 **ARTICLE 1. COMPLETE AGREEMENT**

3 A. This Agreement, including all exhibits and documents incorporated herein and made  
4 applicable by reference, constitutes the complete and exclusive statement of the term(s) and  
5 condition(s) of the agreement between AUTHORITY and AGENCY and it supersedes all prior  
6 representations, understandings and communications. The invalidity in whole or in part of any term or  
7 condition of this Agreement shall not affect the validity of other term(s) or condition(s).

8 B. AUTHORITY's failure to insist in any one or more instances upon AGENCY's  
9 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
10 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or  
11 condition(s) and AGENCY's obligation in respect thereto shall continue in full force and effect. Changes  
12 to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically  
13 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to  
14 this Agreement and issued in accordance with the provisions of this Agreement.

15 **ARTICLE 2. RESPONSIBILITIES OF THE AUTHORITY**

16 A. AUTHORITY agrees to forward Federal Funds in an amount not to exceed Five  
17 Hundred Fifty Thousand Eight Hundred Nineteen Dollars (\$550,819.00) (the "Funding Amount") to  
18 AGENCY subject to the terms and conditions of this Agreement and the grant agreement executed  
19 between the FTA and AUTHORITY (the "Federal Grant").

20 B. Payments to AGENCY shall be processed by AUTHORITY within a reasonable time  
21 period, but in no event more than sixty (60) calendar days after receipt of Reimbursement Invoice,  
22 which complies with the requirements of Article 6 below.

23 **ARTICLE 3. RESPONSIBILITIES OF AGENCY**

24 A. AGENCY agrees that all funds received from AUTHORITY as specified in Article 2A  
25 above shall be used exclusively for providing the services as specified in Exhibit A, entitled "Scope  
26 of Work," included in this Agreement, which is incorporated into and made part of this Agreement.

1           B.     AGENCY agrees to a twenty percent (20%) match of allowable capital Project costs.  
2 Local, non-federal match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

3           C.     AGENCY agrees to a fifty percent (50%) match of allowable operating Project costs.  
4 Local non-federal match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

5           D.     AGENCY agrees to provide AUTHORITY with quarterly summary reports of the  
6 AGENCY's Project. AGENCY shall submit quarterly summary reports within ten (10) business days  
7 after the end of each quarter.

8           E.     AGENCY may contract with a third party service provider to provide transportation  
9 services provided that:

- 10           1. Contractor is selected using a competitive procurement process; and
- 11           2. Wheelchair accessible vehicles are available and used when requested.

12           F.     AGENCY shall procure and maintain insurance coverage during the entire term of  
13 this Agreement. Coverage shall be full coverage or subject to self-insurance provisions. AGENCY  
14 shall provide the following insurance coverage:

15           1. Commercial General Liability, to include Products/Completed Operations,  
16 Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of  
17 \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

18           2. Automobile Liability Insurance to include owned, hired and non-owned autos with a  
19 combined single limit of \$1,000,000.00 each accident;

20           3. Workers' Compensation with limits as required by the State of California including a  
21 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

22           4. Employers' Liability with minimum limits of \$1,000,000.00; and

23           5. Professional Liability with minimum limits of \$1,000,000.00 per claim.

24           G.     Proof of such coverage, in the form of an insurance company issued policy  
25 endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to  
26 commencement of any work. AUTHORITY, its officers, directors, employees and agents shall be



1 designated as additional insured on the general and automobile liability. Such insurance shall be  
2 primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

3 H. AGENCY shall include on the face of the Certificate of Insurance the Cooperative  
4 Agreement Number C-3-1835; and, the Sr. Contract Administrator's Name, Sue Ding.

5 **ARTICLE 4. TERM OF AGREEMENT**

6 A. This Agreement shall commence upon execution by both parties and shall continue in full  
7 force and effect through September 30, 2014, unless earlier terminated or extended as provided in this  
8 Agreement.

9 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
10 additional twelve (12) months, commencing October 1, 2014, and continuing through September 30,  
11 2015 ("First Option Term"), and thereupon require AGENCY to continue to provide services, and  
12 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work".

13 C. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
14 additional twelve (12) months, commencing October 1, 2015, and continuing through September 30,  
15 2016 ("Second Option Term"), and thereupon require AGENCY to continue to provide services, and  
16 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work".

17 D. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
18 additional twelve (12) months, commencing October 1, 2016, and continuing through September 30,  
19 2017 ("Third Option Term"), and thereupon require AGENCY to continue to provide services, and  
20 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work".

21 E. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an  
22 additional twelve (12) months, commencing October 1, 2017, and continuing through September 30,  
23 2018 ("Fourth Option Term"), and thereupon require AGENCY to continue to provide services, and  
24 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work".

25 F. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish  
26 its right to terminate the Agreement for AUTHORITY's convenience or AGENCY's default as provided

1 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending  
2 from execution by both parties through September 30, 2018 which period encompasses the Initial  
3 Term, First, Second, Third, and Fourth Option Term.

4 **ARTICLE 5. NOTICES**

5 All Notices pertaining to this Agreement and any communications from the parties may be  
6 made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered  
7 or certified mail, return receipt requested, postage prepaid and addressed as follows:

8 To AGENCY:

To AUTHORITY:

9 County of Orange, Office on Aging

Orange County Transportation Authority

10 1300 South Grand Avenue, Building B, Second Fl.

550 South Main Street

11 P.O. Box 14184

12 Santa Ana, California 92706

Orange, California 92863-1584

13 ATTENTION: Renee Ramirez

ATTENTION: Sue Ding

14 (714) 480-6483

(714) 560 - 5631

15 **ARTICLE 6. REQUEST FOR REIMBURSEMENT**

16 A. AGENCY shall contribute the required local contribution of matching funds (other than  
17 Federal Funds), as provided in Article 3 toward the actual costs of the Project.

18 B. Not more frequently than once a month, AGENCY shall prepare and submit to  
19 AUTHORITY an invoice as specified in Exhibit B, entitled "Reimbursement Invoice" included in this  
20 Agreement, which is incorporated into and made part of this Agreement. AGENCY's Reimbursement  
21 Invoice shall include allowable Project costs incurred and paid for by AGENCY consistent with the  
22 Project's Scope of Work. The Reimbursement Invoice submitted by AGENCY shall be signed by an  
23 authorized agent who can duly certify the accuracy of the included information. Advance payments by  
24 AUTHORITY are not allowed.

25 C. Each Reimbursement Invoice will report the total of Project expenditures and will specify  
26 the percent and amount of Federal Funds to be reimbursed. The Reimbursement Invoice shall be

1 accompanied by a detailed invoice describing all invoiced work completed.

2 D. If applicable, the first Reimbursement Invoice shall also be accompanied by a report  
3 describing any tasks specified in the Scope of Work document which were accomplished prior to the  
4 Effective Date of this Agreement, which costs may be credited toward the required Local Match  
5 provided that AUTHORITY has provided prior written approval for such expenditures to AGENCY.

6 E. Eligible Project costs are described in the Federal Grant and in the FTA guidelines.

7 F. The Reimbursement Invoice must be submitted on AGENCY's letterhead.

8 G. AGENCY should consult with AUTHORITY's Project Manager for questions  
9 regarding non-reimbursable expenses.

10 H. Total payments shall not exceed the Funding Amount specified in Article 2A above. No  
11 Reimbursement Invoice will be processed by AUTHORITY after the Federal Grant termination date.

12 I. If any amounts paid to AGENCY are disallowed or not reimbursed by the FTA for any  
13 reason, AGENCY shall remit to AUTHORITY the disallowed or non-reimbursed amount(s) within 30  
14 days from receipt of AUTHORITY's notice. All payments made by AUTHORITY hereunder are subject  
15 to the audit provisions contained herein and within the Federal Grant.

16 J. AGENCY shall comply with and ensure that work performed under this Agreement is  
17 done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances,  
18 rules, regulations and procedural requirements, including without limitation, Federal Acquisition  
19 Regulations (FAR) and the applicable requirements and regulations of AUTHORITY. AGENCY  
20 acknowledges responsibility for obtaining copies of and complying with the terms of the most recent  
21 federal, state or local laws and regulations and AUTHORITY requirements, including any amendments  
22 thereto.

### 23 **ARTICLE 7. FUNDS AVAILABILITY**

24 This Agreement will allow AUTHORITY to pass along the Federal Funds from the Federal  
25 Grant to AGENCY. The Federal Funds are subject to the terms and conditions of this Agreement,  
26 the Federal Grant, and the applicable requirements of AUTHORITY and the FTA. This Agreement

1 neither implies nor obligates any funding commitment by AUTHORITY for the services as specified  
2 in Exhibit A, entitled "Scope of Work." All funds are contingent upon federal appropriation and the  
3 FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, AGENCY  
4 shall assume all the risk of spending the Local Match early on the Project.

5 **ARTICLE 8. ORDER OF PRECEDENCE**

6 Conflicting provisions hereof, if any, shall prevail in the following descending order of  
7 precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any,  
8 cited herein or incorporated by reference.

9 **ARTICLE 9. INDEMNIFICATION**

10 A. AGENCY shall indemnify, defend and hold harmless AUTHORITY, its officers,  
11 directors, employees and agents from and against any and all claims (including attorney's fees and  
12 reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including  
13 death, damage to or loss of use of property caused by the negligent acts, omissions, or willful  
14 misconduct by AGENCY, its officers, directors, employees, agents, subcontractors or suppliers in  
15 connection with or arising out of the performance of this Cooperative Agreement .

16 B. AGENCY shall maintain adequate levels of Insurance, or self-insurance to assure full  
17 indemnification of AUTHORITY.

18 **ARTICLE 10. CONFLICT OF INTEREST**

19 AGENCY agrees to avoid organizational conflicts of interest. An organizational conflict of  
20 interest means that due to other activities, relationships or contracts, AGENCY is unable, or  
21 potentially unable to render impartial assistance or advice to AUTHORITY; AGENCY's objectivity in  
22 performing the work identified in the Scope of Work is or might be otherwise impaired; or AGENCY  
23 has an unfair competitive advantage. AGENCY is obligated to fully disclose to AUTHORITY in  
24 writing Conflict of Interest issues as soon as they are known to AGENCY. All disclosures must be  
25 submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure  
26 requirement is for the entire term of this Agreement.

**ARTICLE 11. CODE OF CONDUCT**

AGENCY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. AGENCY agrees to include these requirements in all of its subcontracts.

**ARTICLE 12. FEDERAL, STATE AND LOCAL LAWS**

AGENCY warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

**ARTICLE 13. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, AGENCY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. AGENCY shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**ARTICLE 14. FORCE MAJEURE**

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**ARTICLE 15. TERMINATION**

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or

1 part, by giving AGENCY written notice thereof. Upon termination, AUTHORITY shall pay AGENCY its  
2 allowable costs incurred to date of that portion terminated. Said termination shall be construed in  
3 accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition  
4 Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for  
5 convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be  
6 given to AGENCY in accordance with the provisions of the FAR referenced above. Upon receipt of said  
7 notification, AGENCY agrees to comply with all applicable provisions of the FAR pertaining to  
8 termination for convenience.

9 B. In the event either party defaults in the performance of any of their obligations under this  
10 agreement or breaches any of the provisions of this Agreement, the non-defaulting party shall have the  
11 option to terminate this Agreement upon thirty (30) days' prior written notice to the other party. Upon  
12 receipt of such notice, AGENCY shall immediately cease work, unless the notice from AUTHORITY  
13 provides otherwise. Upon receipt of the notice from AUTHORITY, AGENCY shall submit an invoice for  
14 work and/or services performed prior to the date of termination. AUTHORITY shall pay AGENCY for  
15 work and/or services satisfactorily provided to the date of termination in compliance with this  
16 Agreement. Thereafter, AGENCY shall have no further claims against AUTHORITY under this  
17 Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such  
18 termination.

19 **ARTICLE 16. ACCESS TO RECORDS AND REPORTS**

20 AGENCY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the  
21 Comptroller General of the United States, or other agents of AUTHORITY, such access to AGENCY's  
22 accounting books, records, payroll documents and facilities of the AGENCY which are directly pertinent  
23 to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records,  
24 work data, documents and activities related hereto. AGENCY shall maintain such books, records, data  
25 and documents in accordance with generally accepted accounting principles and shall clearly identify  
26 and make such items readily accessible to such parties during AGENCY's performance hereunder and

1 for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to  
2 audit books and records directly related to this Agreement shall also extend to all first-tier  
3 subcontractors. AGENCY shall permit any of the foregoing parties to reproduce documents by any  
4 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

5 **ARTICLE 17. DISADVANTAGED BUSINESS ENTERPRISES**

6 A. In accordance with federal financial assistance agreements with the U.S. Department of  
7 Transportation (U.S. DOT), the Orange County Transportation Authority (AUTHORITY) has adopted a  
8 Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part  
9 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".  
10 The project is subject to these stipulated regulations. In order to ensure that the Authority achieves its  
11 overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as  
12 defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.  
13 Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

14 1. Fulfill the spirit and intent of the Federal DBE Program regulations published under  
15 U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of  
16 Authority's DOT-assisted contracting opportunities.

17 2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and  
18 subcontracts.

19 3. Ensure non-discrimination in the award and administration of AUTHORITY's DOT-  
20 assisted contracts.

21 4. Create a level playing field on which DBEs can compete fairly for DOT-assisted  
22 contracts.

23 5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted  
24 to participate as DBEs.

25 6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

26 /

1           7. Assist in the development of firms that can compete successfully in the marketplace  
2 outside the DBE Program.

3           B.       AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the  
4 award and performance of subcontracts. Any terms used in this section that are defined in 49 CFR Part  
5 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of  
6 any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect  
7 to DOT-assisted contracts, the Regulations shall prevail.

8           C.       AUTHORITY's New Race-Neutral DBE Policy Implementation Directives: Pursuant to  
9 recently released Race-Neutral DBE policy directives issued by the U.S. DOT in response to the Ninth  
10 Circuit U.S. Court of Appeals decision in *Western States Paving Co. v. Washington State Department*  
11 *of Transportation*, the Authority has implemented a wholly Race-Neutral DBE Program.

12           A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on  
13 DBE firms. Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish  
14 numeric race-conscious DBE participation goals on its DOT-assisted contracts. AGENCY shall not  
15 be required to achieve a specific level of DBE participation as a condition of contract compliance in  
16 the performance of this DOT-assisted contract. However, AGENCY shall adhere to race-neutral  
17 DBE participation commitment(s) made at the time of contract award.

18           D.       Definitions: The following definitions apply to the terms as used in these provisions:

19           1. "Disadvantaged Business Enterprise (DBE)" means a small business concern: (a) which  
20 is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in  
21 the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or  
22 more socially and economically disadvantaged individuals; and (b) whose management and daily  
23 business operations are controlled by one or more of the socially and economically disadvantaged  
24 individuals who own it.

25           2. "Small Business Concern" means a small business as defined pursuant to Section 3 of  
26 the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small



1 business concern shall not include any concern or group of concerns controlled by the same socially  
2 and economically disadvantaged individual or individuals which has annual average gross receipts in  
3 excess of \$19.57 million over the previous three fiscal years.

4 3. "Socially and Economically Disadvantaged Individuals" means those individuals who are  
5 citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans,  
6 Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women  
7 and any other minorities or individuals found to be disadvantaged by the Small Business Administration  
8 pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65.  
9 Members of the following groups are presumed to be socially and economically disadvantaged:

10 a. "Black Americans," which includes persons having origins in any of the Black racial  
11 groups of Africa;

12 b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban,  
13 Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

14 c. "Native Americans," which includes persons who are American Indians, Eskimos,  
15 Aleuts, or Native Hawaiians;

16 d. "Asian-Pacific Americans," which includes persons whose origins are from Japan,  
17 China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust  
18 Territories of the Pacific, and the Northern Marianas;

19 e. "Asian-Indian Americans," which includes persons whose origins are from India,  
20 Pakistan, and Bangladesh; and

21 f. Women, regardless of ethnicity or race.

22 4. "Owned and Controlled" means a business: (a) which is at least 51 percent owned by  
23 one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned  
24 business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically  
25 Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled  
26 by one or more such individuals.

1           5. "Manufacturer" means a firm that operates or maintains a factory or establishment that  
2 produces on the premises the materials or supplies obtained by the AGENCY.

3           6. "Regular Dealer" means a firm that owns, operates or maintains a store, warehouse, or  
4 other establishment in which the materials or supplies required for the performance of the contract are  
5 bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must  
6 engage in, as its principal business, and in its own name, the purchase and sale of the product in  
7 question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products  
8 need not keep such products in stock if it owns or operates distribution equipment.

9           7. "Other Socially and Economically Disadvantaged Individuals" means those individuals  
10 who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-  
11 case basis, are determined by Small Business Administration or AUTHORITY to meet the social and  
12 economic disadvantage criteria described below.

13           a. Social Disadvantage: The individual's social disadvantage must stem from his/her  
14 color, national origin, gender, physical handicap, long-term residence in an environment isolated from  
15 the mainstream of American society, or other similar cause beyond the individual's control.

16           i. The individual must demonstrate that he/she has personally suffered social  
17 disadvantage.

18           ii. The individual's social disadvantage must be rooted in treatment, which he/she  
19 has experienced in American society, not in other countries.

20           iii. The individual's social disadvantage must be chronic, longstanding and  
21 substantial, not fleeting or insignificant.

22           iv. The individual's social disadvantage must have negatively affected his/her  
23 entry into and/or advancement in the business world.

24           v. A determination of social disadvantage must be made before proceeding to  
25 make a determination of economic disadvantage.

26           b. Economic Disadvantage:

1           i. The individual's ability to compete in the free enterprise system has been  
2 impaired due to diminished capital and credit opportunities, as compared to others in the same line of  
3 business and competitive market area that are not socially disadvantaged.

4           ii. The following criteria will be considered when determining the degree of  
5 diminished credit and capital opportunities of a person claiming social and economic disadvantage:

6           With respect to the individual:

- 7           • availability of financing
- 8           • bonding capability
- 9           • availability of outside equity capital
- 10          • available markets

11          With respect to the individual and the business concern:

- 12          • personal and business assets
- 13          • personal and business net worth
- 14          • personal and business income and profits

15          E. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award)

16 AGENCY shall complete and submit the following DBE exhibits (forms) at the times specified:  
17 "Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form  
18 103) (Attachment 1). If AGENCY is a DBE firm and/or has proposed to utilize DBE firms, AGENCY  
19 will be required to complete and submit a Form 103 to AUTHORITY by the 10<sup>th</sup> of each month until  
20 completion of the contract to facilitate reporting of race-neutral DBE participation, following the first  
21 month of contract activity. AGENCY shall report the total dollar value paid to DBEs for the  
22 applicable reporting period. AGENCY shall also report the DBE's scope of work and the total  
23 subcontract value of commitment for each DBE reported. AGENCY is advised not to report the  
24 participation of DBEs toward AGENCY's race-neutral DBE attainment until the amount being  
25 counted has been paid to the DBE. Upon completion of the contract, AGENCY will be required to  
26 prepare and submit to the Authority a "Race-Neutral DBE Subcontractors Paid Report Summary and

1 Payment Verification" (Form 103) (Attachment 1) clearly marked "Final" to facilitate reporting and  
2 capturing actual DBE race-neutral attainments. AGENCY shall complete and submit a Final Form  
3 103 whether or not DBEs were utilized in the performance of the contract.

4 F. DBE Eligibility and Commercially Useful Function Standards : A DBE must be a small  
5 business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant  
6 regulations promulgated pursuant thereto. A DBE may participate as a prime AGENCY, subcontractor,  
7 joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking  
8 company. A DBE joint venture partner must be responsible for specific  
9 contract items of work, or clearly defined portions thereof. Responsibility means actually performing,  
10 managing and supervising the work with its own forces. The DBE joint venture partner must share in  
11 the capital contribution, control, management, risks and profits of the joint venture commensurate with  
12 its ownership interest. A DBE must perform a commercially useful function in accordance with 49 CFR  
13 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its  
14 responsibility by actually performing, managing and supervising the work). A DBE should perform at  
15 least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is  
16 performing a commercially useful function. DBEs must be certified by the California Unified Certification  
17 Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources: The  
18 CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights"  
19 web site at <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the  
20 Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal  
21 Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

22 G. DBE Crediting Provisions : When a DBE is proposed to participate in the contract, either as  
23 a prime AGENCY or Subcontractor, only the value of the work proposed to be performed by the DBE  
24 with its own forces may be counted towards race-neutral DBE participation. If AGENCY is a DBE joint  
25 venture participant, only the DBE proportionate interest in the joint venture shall be counted. If a DBE  
26 intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the value of the

1 subcontracted work may be counted toward race-neutral DBE participation only if the DBE  
2 Subcontractor is a certified DBE and actually performs the work with their own forces. Services  
3 subcontracted to a non-DBE firm may not be credited toward the prime AGENCY's race-neutral DBE  
4 attainment. AGENCY is to calculate and credit participation by eligible DBE vendors of equipment,  
5 materials, and suppliers toward race-neutral DBE attainment, as follows: Sixty percent (60%) of  
6 expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a  
7 regular dealer; or One hundred percent (100%) of expenditure(s) for equipment, materials and supplies  
8 required under the Contract, obtained from a DBE manufacturer.

9 The following types of fees or commissions paid to DBE Subcontractors, Brokers, and  
10 Packagers may be credited toward the prime AGENCY's race-neutral DBE attainment, provided that  
11 the fee or commission is reasonable, and not excessive, as compared with fees or commissions  
12 customarily allowed for similar work, including: Fees and commissions charged for providing bona fide  
13 professional or technical services, or procurement of essential personnel, facilities, equipment,  
14 materials, or supplies required in the performance of the Contract; Fees charged for delivery of material  
15 and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker,  
16 or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;  
17 Fees and commissions charged for providing any insurance specifically required in the performance of  
18 the Contract. AGENCY may count the participation of DBE trucking companies toward race-neutral  
19 DBE attainment, as follows: The DBE must be responsible for the management and supervision of the  
20 entire trucking operation for which it is responsible on a particular contract. The DBE must itself own  
21 and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE  
22 receives credit for the total value of the transportation services it provides on the contract using trucks it  
23 owns, insures, and operates using drivers it employs. The DBE may lease trucks from another DBE  
24 firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another  
25 DBE receives credit for the total value of the transportation services the lessee DBE provides on the  
26 contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE

1 who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a  
2 result of the lease arrangement. The DBE does not receive credit for the total value of the  
3 transportation services provided by the lessee, since these services are not provided by a DBE. For  
4 purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over  
5 the truck. This does not preclude the leased truck from working for others during the term of the lease  
6 with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased  
7 truck. Leased trucks must display the name and identification number of the DBE. If AGENCY listed a  
8 non-certified DBE 1<sup>st</sup> tier subcontractor to perform work on this contract, and the non-certified DBE  
9 subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier  
10 DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own  
11 forces can be counted toward race-neutral DBE participation on the contract.

12 H. AGENCY shall provide written notification to the AUTHORITY in a timely manner of any  
13 changes to its anticipated DBE participation. This notice should be provided prior to the  
14 commencement of that portion of the work.

15 I. Additional DBE Subcontractors: In the event AGENCY identifies additional DBE  
16 subcontractors or suppliers not previously identified by AGENCY for race-neutral DBE participation  
17 under the contract, AGENCY shall notify the Authority by submitting Attachment 2: "Request for  
18 Additional DBE Firm" to enable AGENCY to capture all race-neutral DBE participation. AGENCY  
19 shall also submit, for each DBE identified after contract execution, a written confirmation from the  
20 DBE acknowledging that it is participating in the contract for a specified value, including the  
21 corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

22 /  
23 /  
24 /  
25 /  
26 /

1 J. DBE Certification Status: If a listed DBE subcontractor is decertified during the life of  
2 the project, the decertified subcontractor shall notify AGENCY in writing with the date of  
3 decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the project,  
4 the DBE subcontractor shall notify AGENCY in writing with the date of certification. AGENCY shall  
5 furnish the written documentation to AUTHORITY in a timely manner.

6 K. AGENCY's Assurance Clause Regarding Non-Discrimination: In compliance with  
7 State and Federal anti-discrimination laws, AGENCY shall affirm that they will not exclude or  
8 discriminate on the basis of race, color, national origin, or sex in consideration of contract  
9 award opportunities. Further, AGENCY shall affirm that they will consider, and utilize subcontractors  
10 and vendors, in a manner consistent with non-discrimination objectives.

11 **ARTICLE 18. CIVIL RIGHTS ASSURANCE**

12 During the performance of this Agreement, AGENCY, for itself, its assignees and successors in  
13 interest agree as follows:

14 A. Compliance with Regulations: AGENCY shall comply with the Regulations relative to  
15 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,  
16 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,  
17 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a  
18 part of this Agreement.

19 B. Nondiscrimination: AGENCY, with regard to the work performed by it during the Agreement,  
20 shall not discriminate on the grounds of race, color, or national origin in the selection and retention of  
21 subcontractors, including procurements of materials and leases of equipment. The AGENCY shall not  
22 participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations,  
23 including employment practices when the Agreement covers a program set forth in Appendix B of the  
24 Regulations.

25 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all  
26 solicitations either by competitive bidding or negotiation made by the AGENCY for work to be

1 performed under a subcontract, including procurements of materials or leases of equipment, each  
2 potential subcontractor or supplier shall be notified by the AGENCY of the AGENCY's obligations under  
3 this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or  
4 national origin.

5 D. Information and Reports: AGENCY shall provide all information and reports required by the  
6 Regulations or directives issued pursuant thereto, and shall permit access to its books, records,  
7 accounts, other sources of information, and its facilities as may be determined by the AUTHORITY to  
8 be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any  
9 information required of a AGENCY is in the exclusive possession of another who fails or refuses to  
10 furnish this information the AGENCY shall so certify to the AUTHORITY as appropriate, and shall set  
11 forth what efforts it has made to obtain the information.

12 E. Sanctions for Noncompliance: In the event of the AGENCY's noncompliance with  
13 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as  
14 it may determine to be appropriate, including, but not limited to:

15 1. Withholding of payments to the AGENCY under the Agreement until the AGENCY  
16 complies; and/or

17 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

18 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no  
19 person in the United States shall, on the grounds of race, color, or national origin, be excluded from  
20 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any  
21 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of  
22 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in  
23 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil  
24 Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent  
25 Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing  
26 DOT's Title VI regulations.



1 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101  
2 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities,  
3 and services of public entities, as well as imposes specific requirements on public and private providers  
4 of transportation.

5 H. Incorporation of Provisions: AGENCY shall include the provisions of paragraphs (A)  
6 through (H) in every subcontract, including procurements of materials and leases of equipment, unless  
7 exempt by the Regulations, or directives issued pursuant thereto. The AGENCY shall take such action  
8 with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing  
9 such provisions including sanctions for noncompliance. Provided, however, that in the event a  
10 AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a  
11 result of such direction, the AGENCY may request the AUTHORITY to enter into such litigation to  
12 protect the interests of the AUTHORITY, and, in addition, the AGENCY may request the United States  
13 to enter into such litigation to protect the interests of the United States.

#### 14 **ARTICLE 19. PROHIBITED INTERESTS**

15 A. AGENCY covenants that, for the term of this Agreement, no director, member, officer or  
16 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any  
17 interest, direct or indirect, in this Agreement or the proceeds thereof.

18 B. No member of or delegate to, the Congress of the United States shall have any interest,  
19 direct or indirect, in this Agreement or to the benefits thereof.

#### 20 **ARTICLE 20. ALCOHOL AND DRUG POLICY**

21 A. AGENCY agrees to establish and implement an alcohol and drug program that complies  
22 with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this  
23 Agreement as Exhibit C. AGENCY agrees to produce any documentation necessary to establish its  
24 compliance with sections 701-707.

25 B. Failure to comply with this Article may result in nonpayment or termination of this  
26 Agreement.

**ARTICLE 21. PRIVACY ACT**

1  
2 AGENCY shall comply with, and assures the compliance of its employees with, the information  
3 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other  
4 things, AGENCY agrees to obtain the express consent of the Federal Government before the AGENCY  
5 or its employees operate a system of records on behalf of the Federal Government. AGENCY  
6 understands that the requirements of the Privacy Act, including the civil and criminal penalties for  
7 violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the  
8 Privacy Act may result in termination of the underlying Agreement.

**ARTICLE 22. INCORPORATION OF FTA TERMS**

9  
10 All contractual provisions required by Department of Transportation (DOT), whether or not  
11 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular  
12 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein  
13 notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other  
14 provisions contained in this Agreement. AGENCY shall not perform any act, fail to perform any act, or  
15 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms  
16 and conditions.

**ARTICLE 23. FEDERAL CHANGES**

17  
18 AGENCY shall at all times comply with all applicable FTA regulations, policies, procedures and  
19 directives, including without limitation those listed directly or by reference in the agreement between the  
20 AUTHORITY and FTA , as they may be amended or promulgated from time to time during this  
21 Agreement. AGENCY's failure to comply shall constitute a material breach of contract.

**ARTICLE 24. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

22  
23 AUTHORITY and AGENCY acknowledge and agree that, notwithstanding any concurrence by  
24 the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent  
25 the express written consent by the Federal Government, the Federal Government is not a party to this  
26 Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, AGENCY, or

1 any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the  
2 underlying Agreement. AGENCY agrees to include these requirements in all of its subcontracts.

3 **ARTICLE 25. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**  
4 **RELATED ACTS**

5 A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of  
6 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil  
7 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this  
8 Agreement, AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it  
9 makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted  
10 project for which this Agreement's work is being performed. AGENCY also acknowledges that if it  
11 makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or  
12 certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil  
13 Remedies Act of 1986 on the AGENCY to the extent the Federal Government deems appropriate.

14 B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or  
15 fraudulent claim, statement, submission, or certification to the Federal Government under an agreement  
16 connected with a project that is financed in whole or part with Federal assistance awarded by FTA  
17 under the authority of 49 U.S.C. §5316/5317 et seq., the Government reserves the right to impose the  
18 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5316/5317(n) (1) et seq. on the AGENCY, to the extent  
19 the Federal Government deems appropriate. AGENCY agrees to include this requirement in all of its  
20 subcontracts.

21 **ARTICLE 26. RECYCLED PRODUCTS**

22 AGENCY shall comply with all the requirements of Section 6002 of the Resource Conservation  
23 and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory  
24 provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the  
25 items designated in subpart B of 40 CFR Part 247. AGENCY agrees to include this requirement in all  
26 of its subcontracts.

**ARTICLE 27. ENERGY CONSERVATION REQUIREMENTS**

AGENCY shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

**ARTICLE 28. CLEAN AIR**

AGENCY shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. AGENCY shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. AGENCY agrees to include this requirement in all of its subcontracts.

**ARTICLE 29. CLEAN WATER REQUIREMENTS**

AGENCY shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. AGENCY shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. AGENCY agrees to include this requirement in all of its subcontracts.

**ARTICLE 30. DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, AGENCY is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

AGENCY is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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1 This Cooperative Agreement shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative Agreement No. C-3-  
3 1835 to be executed on the date first above written.

4 **COUNTY OF ORANGE, OFFICE ON**  
5 **AGING**

**ORANGE COUNTY TRANSPORTATION**  
**AUTHORITY**

6   
7 By Steve Franks  
8 Steve Franks  
9 Director, OC Community Resources

By Darrell Johnson  
Darrell Johnson  
Chief Executive Officer



10 APPROVED AS TO FORM:

APPROVED AS TO FORM:

11 By James R. Proctor, Sr.  
12 Orange County Council

By Kennard R. Smart, Jr.  
13 General Counsel

14 APPROVED:

15 By Beth McCormick  
16 General Manager Transit  
17  



MONTHLY RACE-NEUTRAL DBE SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): \_\_\_\_\_, 200\_\_

Contract Number: \_\_\_\_\_ Form 103 Report No.: \_\_\_\_\_ Report prepared by: \_\_\_\_\_  
 Contract Award Date: \_\_\_\_\_ Original Contract Award Amount: \_\_\_\_\_ Title: \_\_\_\_\_  
 Prime Name: \_\_\_\_\_ Current Contract Value: \_\_\_\_\_ [B] Report reviewed by: \_\_\_\_\_  
 Address: \_\_\_\_\_ % of Project Complete: \_\_\_\_\_ Signature: \_\_\_\_\_  
 [A] divided by [B] Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Total Dollars Paid to DBEs this Reporting Period: \_\_\_\_\_ Prime's Race-Neutral DBE Attainment to Date: \_\_\_\_\_  
 Total Dollars Paid to DBEs to Date: \_\_\_\_\_ Total Dollars Paid to Prime to Date: \_\_\_\_\_ [A] (Total Dollars Paid to DBEs divided by Total Dollars Paid to Prime)

APPROVED DBE SUBCONTRACTORS/SUBCONSULTANTS		Dollar Amount Paid This Month	Dollar Amount Paid To Date	Type of Work Performed (Scope)	Original Dollar Amount Committed to DBE at Contract Award	\$ +/- Resulting from Change Order Activity	Current Subcontract Value	% of Work Completed	FOR AUTHORITY USE ONLY
[B]	[B]		[C]				[D]	[C] divided by [D]	
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: ( ) _____ Prime Subconsultant Broker _____ Supplier: Regular Dealer or Manufacturer _____ Attach Verification of Payment: YES NO Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: ( ) _____ Prime Subconsultant Broker _____ Supplier: Regular Dealer or Manufacturer _____ Attach Verification of Payment: YES NO									
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: ( ) _____ Prime Subconsultant Broker _____ Supplier: Regular Dealer or Manufacturer _____ Attach Verification of Payment: YES NO									

Comments/Issues:

If necessary, this form can be duplicated to list all DBE subcontractors paid in this reporting period.



**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**REQUEST FOR ADDITIONAL DBE SUBCONTRACTOR/SUPPLIER**

Request for additional DBE(s) shall be in accordance with the Contract specifications and is subject to approval by the Authority. The Prime Contractor/Consultant shall provide Authority with the information requested below upon identification of any DBE subcontractor/subconsultant/supplier firm not previously listed to perform under the Contract. The Prime Contractor/Consultant shall also provide a written confirmation from the DBE that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

Contract No.:		Contract Name:	
Prime Contractor/Consultant:			
Business Address:			
<b>Please provide the following information for the proposed additional DBE subcontractor/subconsultant/supplier firm:</b>			
DBE Firm Name:		DBE Certification Number:	
Business Address:			
Contact Person:	Phone Number: (     )	Email Address:	
Description of Work (Scope):			
Contract Item Number(s):		Proposed DBE Subcontract Value:	
Copy of DBE Certification Letter attached ( <b>Required</b> )?    ρ Yes    ρ No			

Prime Contractor/Consultant Representative Signature	Title
Business Phone Number	Date

FOR AUTHORITY USE ONLY:			
Date Request Received: _____	Approve Request for Additional DBE?	ρ Yes	ρ No
If no, please state reason: _____			
Reviewed by: _____	Title: _____		
Signature: _____	Date: _____		

**Agency Name: County of Orange, Office on Aging**  
**Project Title: Senior Non-Emergency Medical Transportation Program**

**PROPOSED PROJECT FUNDING**

FY13-14 Funding Request	Total Project Budget	Match Funding	Federal Funding
Section 5316 JARC - Operating			
Section 5316 JARC - Capital			
Section 5317 New Freedom - Operating	\$ 1,000,000.00	\$ 500,000.00	\$ 500,000.00
Section 5317 New Freedom - Capital			
<b>Total FY2013-14 Funding Request</b>	<b>\$ 1,000,000.00</b>	<b>\$ 500,000.00</b>	<b>\$ 500,000.00</b>

Prior Grant Funding Summary	Total Federal Funding Award	Total Expenses	Remaining Balance
C-9-0647	\$ 1,965,000.00	\$ 1,914,181.19	\$ 50,818.81

<b>Total Federal Funding Request</b>	<b>\$ 550,818.81</b>
--------------------------------------	----------------------

**Narrative:** *(Please type a brief description of your proposed project expansion)*

The New Freedom grants program seeks to expand the transportation mobility options available to persons with disabilities beyond requirements of the Americans with Disabilities Act (ADA) of 1990. Consistent with the goals of New Freedom, the Office on Aging's Beyond ADA Senior Non-Emergency Medical Transportation (SNEMT) Services Project is an expanded version of the Office on Aging's SNEMT Program which provides non-emergency medical transportation and offers same-day services to eligible frail Orange County older adults age 60 and older who lack other reasonable means of medical-related transportation and are often too frail to utilize ACCESS. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis. Service delivery is based upon the needs of the individuals through both door-to-door and curb-to-curb services and the availability of non-ambulatory accessible vehicles.

Office on Aging has subcontracts with the following SNEMT contracted service providers to deliver trip services for eligible older adults throughout Orange County: Horizon Cross Cultural Center (formerly St. Anselm's Cross-Cultural Community Center); Age Well Senior Services, Inc.; and Abrazar, Inc. Contingent upon annual approval by the Board of Supervisors, the Office on Aging will continue to subcontract with the current SNEMT contracted service providers for the next year of funding made available through New Freedom. Program services minimum operating hours are 7:00 A.M. to 6:00 P.M., with the contractor's office hours of a minimum of 8:00 A.M. to 5:00 P.M. The contractors provide non-emergency transportation services beyond the minimum operating hours.

The Office on Aging is requesting an allocation of \$500,000 for the FY 13-14 grant period for transportation service, administration and non-personnel expenses. New Freedom funds will be leveraged with Tobacco Settlement Revenue (TSR) and Measure M2 funds to use as a dollar-for-dollar cash match for the Beyond ADA Senior Non-Emergency Medical Transportation (SNEMT) Services Project. It is estimated that 16,525 one-way trips will be provided to eligible older adults in need of non-emergency medical transportation for the one-year grant period.

The Office on Aging will continue to utilize its Information & Assistance Call Center, the network of Senior Citizen Centers in Orange County, the Elderly Nutrition Program, and the SNEMT providers to promote public awareness of the Beyond ADA Senior Non-Emergency Medical Transportation (SNEMT) Services Project. Marketing and public awareness will continue to be strategically aligned with budget and program capacity.





ORANGE COUNTY TRANSPORTATION AUTHORITY  
**JARC CONTRACT PAYMENT VOUCHER**  
 (Capital)

Contractor \_\_\_\_\_

Invoice # 1

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTRACT/  
CO-OP # \_\_\_\_\_

CWO # \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

TYPE:

RETENTION: 10%

ACCOUNT # \_\_\_\_\_

FIXED \_\_\_\_\_

Escrow \_\_\_\_\_

CPFF \_\_\_\_\_

In House \_\_\_\_\_

T & M \_\_\_\_\_

L / C \_\_\_\_\_

MCA \_\_\_\_\_

Other \_\_\_\_\_

CURRENT CONTRACT VALUE

\$ -

PROJECT DESCRIPTION ## \_\_\_\_\_

Invoice  
Number: \_\_\_\_\_

Invoice Date \_\_\_\_\_

Invoice Due \_\_\_\_\_

Payments	Current Period	Inception To Date	%
Expense Category 1	\$ -	\$ -	0.0%
Expense Category 2	\$ -	\$ -	0.0%
Expense Category 3	\$ -	\$ -	0.0%
Expense Category 4	\$ -	\$ -	0.0%
Misc.	\$ -	\$ -	0.0%
<b>TOTAL OPERATING BILLED</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>
LESS:			
Retention	\$ -	\$ -	0.0%
Retention Reimbursement	\$ -	\$ -	0.0%
50% Match	\$ -	\$ -	0.0%
<b>NET AMOUNT PAID</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>

Match Detail:

ACCOUNTING INFORMATION

16 - Digit Account String (Revenue)

Requested by : \_\_\_\_\_

Date \_\_\_\_\_

Approved by : \_\_\_\_\_

16 - Digit Account String (Expense)

Project Manager \_\_\_\_\_

REMARKS \_\_\_\_\_  
 \_\_\_\_\_

AGREEMENT NO. C-3-1835  
EXHIBIT C**DRUG-FREE WORKPLACE ACT OF 1988****THE FEDERAL LAW**

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

*For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).*

*Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the*

**AGREEMENT NO. C-3-1835****EXHIBIT C**

*grant, even if not paid from grant funds, is also considered to be an employee. Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.*

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

***The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.***

**AGREEMENT NO. C-3-1835  
EXHIBIT C**

*Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).*

AMENDMENT NO. 1

COOPERATIVE AGREEMENT NO. C-3-1835

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF ORANGE, OFFICE ON AGING

THIS AMENDMENT NO. 1 is effective this 10<sup>th</sup> day of November, 2014, by and between the Orange County Transportation Authority ("AUTHORITY"), and County of Orange, Office on Aging ("AGENCY").

WITNESSETH:

WHEREAS, by Agreement No. C-3-1835 dated March 18, 2014, AUTHORITY and AGENCY entered into a contract to pass along the Federal Transit Administration (FTA) Section 5316 Jobs Access Reverse Commute and/or Section 5317 New Freedom grant funds received from FTA to the AGENCY; and

WHEREAS, both parties have agreed to exercise the First Option Term and extend the term of this Agreement through September 30, 2015 at no increase in Funding Amount;

NOW, THEREFORE, it is mutually understood and agreed to by AUTHORITY and AGENCY that Agreement No. C-3-1835 is hereby amended in the following particular only:

Amend ARTICLE. 4 TERM OF AGREEMENT, Page 4 of 24, line 7, to delete "September 30, 2014" as the date of expiration of this Agreement, and in lieu thereof insert "September 30, 2015 ("First Option Term)".

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1 The balance of said Agreement remains unchanged.

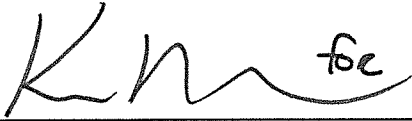
2 Upon execution by both parties, this Amendment No. 1 to Agreement No. C-3-1835 shall be made  
3 effective on October 1, 2014.

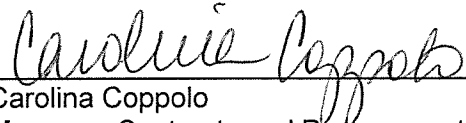
4 IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No.  
5 C-3-1835 to be executed on the date first above written.

6 COUNTY OF ORANGE, OFFICE ON

ORANGE COUNTY TRANSPORTATION AUTHORITY

7 AGING

8 By   
9 Steve Franks  
Director, OC Community Resources

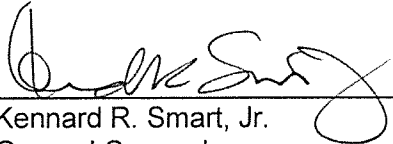
By   
Carolina Coppolo  
Manager, Contracts and Procurement

11 APPROVED AS TO FORM:

APPROVED AS TO FORM:

12 

13 By \_\_\_\_\_

14 By   
15 Kennard R. Smart, Jr.  
General Counsel

26 

1 The balance of said Agreement remains unchanged.

2 Upon execution by both parties, this Amendment No. 1 to Agreement No. C-3-1835 shall be made  
3 effective on October 1, 2014.

4 IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No.  
5 C-3-1835 to be executed on the date first above written.

6 COUNTY OF ORANGE, OFFICE ON ORANGE COUNTY TRANSPORTATION AUTHORITY  
7 AGING

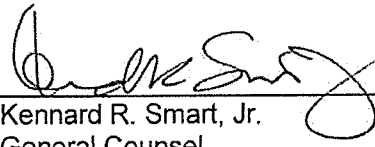
8 By \_\_\_\_\_  
9 Steve Franks  
10 Director, OC Community Resources

By \_\_\_\_\_  
Carolina Coppolo  
Manager, Contracts and Procurement


11 APPROVED AS TO FORM:

APPROVED AS TO FORM:

12 By \_\_\_\_\_

13 By   
14 Kennard R. Smart, Jr.  
15 General Counsel

16  
17  
18  
19  
20 APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

21 By   
22 Deputy

23 Date: October 27, 2014

24  
25  
26  
