

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
HOPSKIPDRIVE, INC.
FOR THE PROVISION OF CHILDREN’S SCHOOL OF ORIGIN AND FOSTER YOUTH
TRANSPORTATION SERVICES

This Aggregate Contract MA-063-23010975 for Children’s School of Origin and Foster Youth Transportation Service 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 on behalf of Social Services Agency hereinafter referred to as “COUNTY” and HopSkipDrive, Inc., with a place of business at 360 East 2nd Street, Suite 325, Los Angeles, CA 90012, hereinafter referred to as “CONTRACTOR”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”. This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request for Application for Children’s School of Origin and Foster Youth Transportation Services in 2022;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of children’s school of origin and foster youth transportation services;

WHEREAS, this is an aggregate Contract with American Transportation Systems, Inc., First Student, Inc. and HopSkipDrive, Inc. with a Total Aggregate Contract Amount not to exceed \$2,025,000;

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Section 16501; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 39 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and HopSkipDrive, Inc., for the Provision of Children's School of Origin and Foster Youth Transportation Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 24 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all

applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.2.1 For federally funded Contracts in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring COUNTY approval.

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

6.2 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, and COUNTY agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's

duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR;

and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

- 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any

subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's

compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC

Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> [Social Services Agency (SSA) Contractor and Vendor Compliance page]

10. NOTICES

10.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: HopSkipDrive, Inc.
360 East 2nd Street, Suite 325
Los Angeles, CA 90012

10.2 All notices shall be deemed effective when in writing and when:

10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;

10.2.2 Sent by Email;

10.2.3 Faxed and transmission confirmed; or

10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

10.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and 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.

13. INSURANCE

- 13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.
- 13.2 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.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this contract
- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full

term of this Contract, COUNTY may terminate this Contract.

13.5 Qualified Insurer

13.5.1 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).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 per combined single limit each accident
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

13.8 Increased insurance limits may be satisfied with Excess/Umbrella policies.

Excess/Umbrella policies when required must provide Follow Form coverage.

13.9 Required Coverage Forms

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

13.9.2 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.

13.10 Required Endorsements

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

13.10.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.10.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

13.10.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

13.10.2.2 A primary and non-contributory 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.

- 13.11 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 13.12 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 13.13 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.
- 13.14 If CONTRACTOR's Network Security & Privacy Liability policy is a "Claims Made" policy(ies), CONTRACTOR shall agree to the following:
- 13.14.1 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 13.15 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).
- 13.16 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.17 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.18 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.

13.19 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.

13.20 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.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.

14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the

term of this Contract.

14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

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

15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

17. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. CONTRACTOR shall not claim payment from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another

source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

18. BREACH SANCTIONS

18.1 Failure by 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, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

18.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

19. PAYMENTS

Compensation

19.1 This is a usage Contract between COUNTY and CONTRACTOR for School of Origin and Foster Youth Transportation Services as set forth in Attachment A, Scope of Work.

19.2 Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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 CONTRACTOR of all its duties and

obligations hereunder. CONTRACTOR shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of the fixed rates and Total Aggregate Contract Amount specified herein unless authorized by amendment in accordance with Subparagraph 2.1 of this Contract.

19.3 Allowable Costs and Usage

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears for each completed Trip as defined in Subparagraphs 2.8 and 2.9 of Attachment A and associated fees as described in Subparagraphs 19.4, 19.5, and 19.6 of this Contract. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Contract. CONTRACTOR agrees to supply the services at the unit price listed under Subparagraphs 19.4, 19.5, and 19.6 of this Contract, regardless of the number of referrals from COUNTY.

19.3.1 No price increases will be permitted during the first year of the Contract.

The COUNTY requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the COUNTY. The COUNTY may enforce, 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 term of the Contract. Adjustments increasing the CONTRACTOR's profit will not be allowed.

19.3.2 CONTRACTOR warrants that the rates charged under this Contract are fair, reasonable, and commensurate with the rates being offered by CONTRACTOR to other government entities that purchase similar services, at similar volumes, and under substantially similar terms and conditions. If during the term of the Contract, CONTRACTOR charges COUNTY more than the rates being offered by CONTRACTOR to other government entities, CONTRACTOR shall refund COUNTY the difference.

19.3.3 CONTRACTOR will be paid a base fee for each Trip, plus a fixed mileage rate per trip mile.

19.3.4 COUNTY will not pay an additional fee for Shared Trips.

19.3.5 COUNTY does not guarantee a minimum number of Trips or a minimum amount to be paid under this Contract.

19.4 Payment rates for the period of July 1, 2023, through June 30, 2024, for services provided pursuant to Attachment A of this Contract is set forth as follows:

	Price
Base Fee Per Trip	\$35
Fixed Mileage Rate	\$2.50 per mile
Cancellation Fee Per Trip*	0 – 1 hours: 100% Base Fee + Expected Distance of Ride 1– 2 hours: 50% Base Fee + Expected Distance of Ride *No charge for cancellations made more than 2 hours prior to scheduled trip.
No Show Flat Fee Per Trip	100% Base Fee + Expected Distance of Ride
Booster Seat Fee (each)	\$0 / N/A Booster seats are provided free of charge.
Car Seat Fee (each)	N/A
Wheelchair Fee (each)	N/A
Fuel Surcharges	N/A
Other	\$0.10 flat fee each trip (Mandatory Access for All fee in California)

19.5 Payment rates for the period of July 1, 2024, through June 30, 2025, for services provided pursuant to Attachment A of this Contract is set forth as follows:

	Price
Base Fee Per Trip	\$37
Fixed Mileage Rate	\$2.75 per mile
Cancellation Fee Per Trip*	0 – 1 hours: 100% Base Fee + Expected Distance of Ride 1– 2 hours: 50% Base Fee + Expected Distance of Ride

	*No charge for cancellations made more than 2 hours prior to scheduled trip.
No Show Flat Fee Per Trip	100% Base Fee + Expected Distance of Ride
Booster Seat Fee (each)	\$0 / N/A Booster seats are provided free of charge.
Car Seat Fee (each)	N/A
Wheelchair Fee (each)	N/A
Fuel Surcharges	N/A
Other	\$0.10 flat fee each trip (Mandatory Access for All fee in California)

19.6 Payment rates for the period of July 1, 2025, through June 30, 2026, for services provided pursuant to Attachment A of this Contract is set forth as follows:

	Price
Base Fee Per Trip	\$40
Fixed Mileage Rate	\$2.85 per mile
Cancellation Fee Per Trip*	0 – 1 hours: 100% Base Fee + Expected Distance of Ride 1 – 2 hours: 50% Base Fee + Expected Distance of Ride *No charge for cancellations made more than 2 hours prior to scheduled trip.
No Show Flat Fee Per Trip	100% Base Fee + Expected Distance of Ride
Booster Seat Fee (each)	\$0 / N/A Booster seats are provided free of charge.
Car Seat Fee (each)	N/A
Wheelchair Fee (each)	N/A
Fuel Surcharges	N/A
Other	\$0.10 flat fee each trip (Mandatory Access for All fee in California)

19.7 Maximum Contractual Funding Obligation

19.7.1 Total estimated aggregate annual contract amount between three (3) CONTRACTORS is \$675,000. The estimated aggregate annual amount

are estimated and subject to modification, providing that such modifications do not change the County's total aggregate contract amount stated in Subparagraph 19.7.2 of this Contract.

19.7.2 Total aggregate contract amount between three (3) CONTRACTORS) is \$2,025,000.

19.8 Claims

19.8.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 19.8.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19.8.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 23 of this Contract.

19.8.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

19.8.4 Year-End and Final Claims

19.8.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, COUNTY may establish

two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

19.8.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

19.8.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200 or Title 48 CFR Section 31.2, as applicable, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

20. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

21. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Contract.

22. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

23. RECORDS, INSPECTIONS, AND AUDITS

23.1 Financial Records

23.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

23.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with

generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

23.2 Client Records

23.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

23.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 39.2 of this Contract.

23.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Contract.

23.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

23.4 Inspections and Audits

23.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General,

ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Contract. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract and the premises in which it is being performed.

23.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

23.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Contract.

23.5 Evaluation Studies

CONTRACTOR shall participate, as mutually agreed upon in writing between CONTRACTOR and COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's services or provide information about CONTRACTOR's project.

24. PERSONNEL DISCLOSURE

24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 3 of

Attachment A (hereinafter referred to as “Personnel”).

- 24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:
- 24.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
 - 24.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
 - 24.2.3 The professional degree, if applicable, and experience required for each position; and
 - 24.2.4 The language skill, if applicable, for all Personnel.
- 24.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.
- 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender Registry (www.meganslaw.ca.gov).
- 24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy

background checks consistent with this Paragraph and their performance of services under this Contract.

- 24.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 24.7 In the event a record is revealed through the processes described above in Subparagraphs 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 24.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 18 above.
- 24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in

CONTRACTOR's Personnel.

24.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

24.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.

24.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 24 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

25. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, 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. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or 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.

26. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section

15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

28. CONFIDENTIALITY

28.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

28.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.

28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that

any person violating the provisions of said California state law may be guilty of a crime.

28.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

28.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

28.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

28.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

29. SECURITY

29.1 Security Requirements

29.1.1 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 exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

- 29.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
- 29.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.
- 29.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.
- 29.1.1.4 Firewall protection.
- 29.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 29.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

29.2 Security Breach Notification

- 29.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to compromise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

- 29.2.1.1 Investigate to determine the nature and extent of the Security Breach.
 - 29.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.
 - 29.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.
- 29.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

30. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Contract, including those covered by copyright.

31. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this

Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

32. SERVICES DURING EMERGENCY AND/OR DISASTER

- 32.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.
- 32.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 32.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or

disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

33. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

33.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

33.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

33.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

33.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

33.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

33.2.3.1 Any commercial product or service; and

33.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at

<https://cio.ocgov.com/egovernment-policies>.

34. REPORTS

34.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.

34.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs, or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

35. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

36. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

36.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

36.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

36.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 37.1.1 - 37.1.1.4.

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

37.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

37.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

37.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

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

38. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

39. TERMINATION PROVISIONS

39.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

39.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or

transitioning all data in the format determined by COUNTY.

- 39.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.
- 39.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.
- 39.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

40. COOPERATIVE CONTRACT

- 40.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.
- 40.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to

this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

40.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

40.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

41. 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, without reference to conflict of law provisions. 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.

42. SIGNATURE IN COUNTERPARTS

42.1 The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.

42.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: HopSkipDrive, Inc.

Joanna McFarland	CEO
_____	_____
Print Name	Title
DocuSigned by: <i>Joanna McFarland</i>	3/28/2023 1:41:48 PM PDT
285B0FC513A6432...	_____
Signature	Date
Toby McGraw	EVP
_____	_____
Print Name	Title
DocuSigned by: <i>[Signature]</i>	3/28/2023 1:14:35 PM PDT
1A3E7E0AAE8F405...	_____
Signature	Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

_____	<u>Deputy Purchasing Agent</u>
Print Name	Title
_____	_____
Signature	Date

**APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA**

Carolyn Frost	Deputy County Counsel
_____	_____
Print Name	Title
DocuSigned by: <i>Carolyn Frost</i>	3/28/2023 11:21:49 AM PDT
D3AB98D76D0B425...	_____
Signature	Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF CHILDREN'S SCHOOL OF ORIGIN AND FOSTER YOUTH
TRANSPORTATION SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to children referred by SSA. Services will be provided to Orange County children ages six (6) through eighteen (18) years who are under court jurisdiction and in out of home placements, including, but not limited to, children placed with resource families or at Orangewood Children and Family Center (OCFC). The population to be served will collectively be referred to as "YOUTH/YOUTHS."

2. DEFINITIONS

2.1 Absent Without Leave (AWOL): A circumstance in which a YOUTH is missing or has run away from placement. .

2.2 Back-up System(s): A system for back-up response to provide the designated trip or ensure that YOUTH are not stranded in the event the main vehicle routed for a designated trip becomes disabled. Base Fee: Rate COUNTY will pay per trip regardless of the number of YOUTH(s) being transported in the vehicle.

2.3 Cancellation: Notification by SSA and/or YOUTH's caregiver to CONTRACTOR to cancel a previously scheduled transport within designated timeframes, as referenced in Subparagraphs 19.4, 19.5, and 19.6 of this Contract.

2.4 No Show: A YOUTH who does not appear at the designated location per the referral for vehicle boarding within ten (10) minutes of the scheduled pick-up time at YOUTH's placement in the morning, or within twenty (20) minutes of the scheduled pick-up time at YOUTH's school or other locations in the afternoon.

2.5 School of Origin: The school in which the YOUTH was last enrolled; the school the YOUTH attended when permanently housed (i.e., prior to removal from the home); or any other school the YOUTH attended within the immediately preceding

fifteen (15) months to which the YOUTH feels connected.

- 2.6 Shared Trip: Transportation in which more than one (1) YOUTH are transported in the same vehicle and may include multiple pick-ups and drop-offs. Mileage calculation of a Shared Trip begins when the first YOUTH is picked up and ends when the last YOUTH is dropped-off at the final destination.
- 2.7 Special Incident Report: A report of an incident, emergency, or special occurrence involving YOUTH, drivers, and/or administrative staff that requires documentation and follow-up actions or any vehicular accident occurring during service delivery to YOUTH. Special incidents would include, but are not limited to, any incident of unusual, aggressive, or high-risk behavior by a YOUTH, a medical emergency, AWOL YOUTH, lost property, or injury to a YOUTH, driver, and/or administrative staff member.
- 2.8 Trip: Transportation of one (1) or more YOUTH from one (1) location to another location [e.g., two (2) YOUTHS who are transported from OCFC to the same school would constitute one (1) Trip].
- 2.9 Trip Mileage: The mileage incurred from a vehicle's initial pick-up address to the last drop-off address.

3. SERVICES TO BE PROVIDED

CONTRACTOR shall:

- 3.1 Provide both pick-up and drop-off services and ensure that vehicles are available for daily pick-ups at school for referred YOUTH. YOUTH may have varying schedules from week-to-week based on school district calendars and YOUTH participation in afterschool activities. Services may be provided on a daily, weekly, or monthly basis based on the YOUTH's length of stay in placement home or OCFC.
- 3.2 Provide all management, personnel, scheduling, dispatching, and transportation necessary for the operation of these transportation services, and maintain current

records of each YOUTH's name, dates of trips, and services.

3.3 Referrals

3.3.1 No minimum or maximum number of referrals is guaranteed, expressed, or implied under this Contract.

3.3.2 ADMINISTRATOR will provide CONTRACTOR with the referral information and CONTRACTOR shall contact ADMINISTRATOR within one (1) business day of receipt of referral to provide confirmation of date services will begin.

3.4 Transportation Service Requirements

CONTRACTOR shall:

3.4.1 Provide a coordinated system of transportation to YOUTH in appropriate vehicles consisting of multiple pick-up and drop-off services and ensure that vehicles are available for daily pick-ups at school or other locations as indicated on the referral.

3.4.2 Maintain a sufficient number of vehicles and drivers necessary to meet COUNTY's needs.

3.4.3 Make reasonable effort to secure additional drivers and vehicles within thirty (30) calendar days, as necessary, to meet any increased service needs of COUNTY.

3.4.4 Ensure that all drivers meet the YOUTH inside the school office or at another location designated for pick-up.

3.4.5 Schedule Shared Trips that will typically allow each YOUTH to arrive at their respective school on time either before or within five (5) minutes of the designated drop-off time as indicated on the referral, while ensuring that no YOUTH will be in the vehicle for a period greater than sixty (60) minutes, unless approved by ADMINISTRATOR.

3.4.6 Provide drivers with the most timely, cost efficient routes possible.

3.4.7 Require that drivers do not make any unscheduled stops during the course of the trip.

3.4.8 Document designated Trips, addresses, names of YOUTH(s), miles traveled, scheduled and actual times for pick-up and drop-off, No Shows,

- and Cancellations. Maintain trip sheets and route manifests and make accessible to ADMINISTRATOR upon request.
- 3.4.9 Ensure that volunteers and student interns do not transport YOUTH.
 - 3.4.10 Establish identification procedures for all drivers and/or transporting vehicles that are easily identifiable to YOUTH being transported.
 - 3.4.10.1 Ensure driver identification allows the YOUTH to associate the driver to CONTRACTOR. Driver identification may include, but not be limited to, an identification badge which includes the company logo, signage on vehicles, driver photograph sent to the YOUTH/caretaker, password, or clothing that identifies the driver as working for CONTRACTOR.
 - 3.4.11 Ensure each driver who transports YOUTH is assigned referrals based on their individual linguistic compatibility with YOUTH being transported on that route.
 - 3.4.12 Ensure all drivers receive training on proper installation and use of booster seats.
 - 3.4.13 Require all YOUTH to use an appropriately secured booster seat, or seat belt at all times.
 - 3.4.13.1 YOUTH under the age of eight (8) must be secured by booster seat in the back seat.
 - 3.4.13.2 YOUTH who are eight (8) years of age or have reached four feet, nine inches (4'9") in height may be secured by a booster seat, but, at a minimum, must be secured by a safety belt.
 - 3.4.13.3 YOUTH who are sixteen (16) years of age and over are subject to California's Mandatory Seat Belt law.
 - 3.4.13.4 Ensure drivers allow the YOUTH's caregiver to provide and install specific YOUTH's car seat and/or booster seat as needed.
 - 3.4.14 Ensure YOUTH under the age of thirteen (13) years will not ride as a passenger in the front seat of any vehicle, at any time.
 - 3.4.15 Ensure that in the Shared Trip of YOUTH, passengers other than the scheduled YOUTHS are excluded.

- 3.4.16 Ensure that all services are culturally and linguistically responsive for YOUTH.
- 3.4.17 Require drivers to wait ten (10) minutes past the scheduled pick-up time at YOUTH's placement in the morning, and twenty (20) minutes past the scheduled pick-up time at YOUTH's school or other locations in the afternoon, before determining the scheduled service as a No Show. CONTRACTOR shall immediately notify ADMINISTRATOR by phone call and email of the No Show incident. If CONTRACTOR is unable to make direct verbal contact with ADMINISTRATOR personnel by phone, direct verbal contact shall be made with the caregiver or other designated personnel by ADMINISTRATOR.
- 3.4.18 Make their best effort to provide a wheelchair accessible vehicle to serve YOUTH requiring this type of assistance.
- 3.4.19 Maintain vehicle inspection records on all vehicles used to provide services.
- 3.4.20 Require all vehicles used to transport YOUTH be operated and maintained in accordance with applicable laws, ordinances, and regulations.
- 3.4.21 Maintain a Back-Up System in the event that the originally scheduled driver is unable to complete the transportation.
- 3.4.22 Attend meetings as required or requested by COUNTY.

3.5 Vehicle Operations

CONTRACTOR shall ensure driver completion of Transportation Trip Sheets:

- 3.5.1 At a minimum, Transportation Trip Sheets shall include:
 - 3.5.1.1 YOUTH's name, address of pick-up location (e.g., OCFC), and scheduled pick-up time;
 - 3.5.1.2 Actual time driver arrived at the location of each pick-up;
 - 3.5.1.3 Destination and address where driver dropped-off each YOUTH; and
 - 3.5.1.4 No Shows and Cancellations by either the caregiver or ADMINISTRATOR, if applicable.
- 3.5.2 Mileage recordings shall indicate the total Trip Mileage between the first

- pick-up location and the last drop-off location, including any additional stops in between, when applicable.
- 3.5.3 For Trips that include one (1) pick-up location and one (1) drop-off location, total Trip Mileage shall be recorded on the Transportation Trip Sheet.
- 3.5.4 For Shared Trips, Trip Mileage recordings shall start at the first pick-up location and shall end when the vehicle arrives at the final drop-off location.
- 3.5.5 Trip Mileage calculations shall be verified by CONTRACTOR utilizing an Internet-based mileage and routing website approved by COUNTY.
- 3.5.6 CONTRACTOR shall organize and file Transportation Trip Sheets by date. All original Transportation Trip Sheets shall be maintained by CONTRACTOR.
- 3.6 Vehicle Maintenance
- 3.6.1 All vehicles utilized in CONTRACTOR's performance of services as detailed in this Contract shall be maintained in a clean and safe operating condition.
- 3.7 Staffing Requirements
- CONTRACTOR's drivers who transport YOUTH must:
- 3.7.1 Be a minimum of twenty-three (23) years of age.
- 3.7.2 Pass a criminal record check in accordance with Paragraph 24 of this Contract.
- 3.7.3 Have a valid California driver license based on the applicable class of the vehicle (e.g., Class "C" California driver license) in their possession during all transports with no two-point traffic violations and no more than two (2) moving violations within thirty-six (36) months of service; no outstanding failure to appear; no failure to pay violations; and be certified, as appropriate, for the vehicle being operated.
- 3.7.4 Enrolled in the California Department of Motor Vehicles Pull Notice Program, as applicable.

3.8 Hours of Operation

3.8.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population to be served, as determined by COUNTY. At a minimum, CONTRACTOR shall be available to provide services Monday through Friday, from 6:00 a.m. to 7:00 p.m.

3.9 Goals and Outcome Objectives

The following performance outcomes have been identified for this transportation program:

3.9.1 CONTRACTOR shall maintain a consistent means of transportation, as scheduled by COUNTY, to ensure a ninety-five percent (95%) on time performance rate for YOUTH to be dropped-off at school in the morning. On time performance is achieved when the YOUTH arrives either before or within five (5) minutes of the designated drop-off time as indicated on the transportation referral.

3.9.2 CONTRACTOR shall ensure a ninety-five percent (95%) on time performance rate by arriving at the pick-up location by the designated time on the transportation referral and successfully transport the YOUTH from school to placement in the afternoon.

3.10 Reporting Requirements

CONTRACTOR shall:

3.10.1 Report immediately to ADMINISTRATOR and YOUTH's caregiver any accident or special incident that occurs while transporting YOUTH.

3.10.1.1 In the event of an automobile accident, medical emergency, or AWOL YOUTH, CONTRACTOR shall immediately notify ADMINISTRATOR and YOUTH's caregiver and make direct verbal contact to report the incident.

3.10.2 Complete a Special Incident Report in the event of any incident, emergency, or special occurrence as defined in Subparagraph 2.7 of Attachment A. CONTRACTOR shall use the form provided by COUNTY, or an alternate form approved by ADMINISTRATOR, and submit the form via facsimile or through a secure email platform to

- ADMINISTRATOR within one (1) business day.
- 3.10.3 Submit the Transportation Trip Sheets for the prior month's services with the monthly claim required in Subparagraph 19.8 of this Contract.
- 3.10.4 Submit by the tenth (10th) calendar day of each month a monthly statistical report for the prior month's services prepared on a form approved by ADMINISTRATOR that includes, but is not limited to:
- 3.10.4.1 Number of Trips to Schools of Origin completed on time and number of Trips completed late. A Trip is considered on time when the YOUTH arrives at his or her school either before or within five (5) minutes of the designated drop-off time as indicated on the transportation referral.
- 3.10.4.2 Driver's arrival time at the pick-up location and successful transport of the YOUTH from School of Origin or other locations to placement in the afternoon. On time performance is achieved when the driver arrives at the pick-up location by the designated time on the transportation referral.
- 3.11 Training
- 3.11.1 CONTRACTOR shall ensure all drivers are knowledgeable in the following:
- 3.11.1.1 Applicable laws and regulations;
- 3.11.1.2 Defensive and safe driving techniques;
- 3.11.1.3 Child abuse reporting laws;
- 3.11.1.4 Safe vehicle operations; and
- 3.11.1.5 Ability to provide services to YOUTH of different cultural backgrounds, languages, and disabilities, as well as those who have a history of trauma and/or behavioral issues.
- 3.11.2 CONTRACTOR shall provide on-going training to staff as requested by ADMINISTRATOR.
- 3.11.3 CONTRACTOR, in conjunction with ADMINISTRATOR, shall provide special training to drivers in recognizing special incidents and completing Special Incident Reports, as required.

- 3.11.4 CONTRACTOR shall provide training to drivers regarding the population to be served to address unique, non-emergency medical issues that may arise with YOUTH.
- 3.11.5 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to an orientation session and subsequent training sessions given by COUNTY.