



**AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-19010157
FOR
NON-EMERGENCY TRANSPORTATION SERVICES**

This Amendment ("Amendment No. 3") to Contract No. MA-042-19010157 for Non-Emergency Transportation Services entered into this 1st of July 2022 ("Effective Date") is by and between CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB ("Contractor") a California for profit corporation, with a place of business at 520 W. Dyer Road, Santa Ana, CA 92707, and the COUNTY OF ORANGE, a political subdivision of State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. County and Contractor may sometimes be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-19010157 for Non-Emergency Transportation Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$3,000,000, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A and to increase Period Two Maximum Obligation and Period Three Maximum Obligation by \$500,000 per Period from \$1,000,000 to \$1,500,000, for a revised cumulative total amount not to exceed \$4,000,000; and

WHEREAS, the Parties executed Amendment No. 2 to amend Paragraph IV., Paragraph VI. and Exhibit A, to add Paragraph XXXI. and Paragraph XXXII., and to renew the Contract for one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,500,000, for a revised cumulative total amount not to exceed \$5,500,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Paragraph VI. and of Exhibit A of the Contract and to renew the Contract for one year, effective July 1, 2022 through June 30, 2023.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is renewed for a period of one (1) year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$1,500,000 for this renewal period, for a revised cumulative total amount not to exceed \$7,000,000; on the amended terms and conditions.
2. Page 4, Referenced Contract Provisions, subsection Term and subsection Maximum Obligation, of the Contract are deleted in their entirety and replaced with the following:

"Term: July 1, 2018 through June 30, 2023

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

Period Five means the period from July 1, 2022 through June 30, 2023

Amount Not To Exceed:

Period One Amount Not To Exceed:	\$1,000,000
Period Two Amount Not To Exceed:	\$1,500,000
Period Three Amount Not To Exceed:	\$1,500,000
Period Four Amount Not To Exceed:	\$1,500,000
Period Five Amount Not To Exceed:	<u>\$1,500,000</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 7,000,000'

3. All references to "Maximum Obligation" in the Contract shall be replaced with "Amount Not To Exceed".
4. The following table is updated within the Referenced Contract Provisions:

CFDA#	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Amount	R&D Award (Y/N)
93.959	TI10062-20	Substance Abuse and Prevention Treatment Block Grant	Department of HHS	7/1/2021 TO 6/30/2022	\$450,000	N

5. Paragraph VI (Cost Report), subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:

"A. CONTRACTOR shall submit separate individual and/or consolidated Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports

to be incorporated into a consolidated Cost Report.

6. Exhibit A, Paragraph II. Budget, subparagraphs A. and B., of the Contract are deleted in their entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

<u>ADMINISTRATIVE COSTS</u>	<u>PERIOD FIVE</u>
Indirect Costs	\$ 65,000
SUBTOTAL ADMIN COSTS	\$ 65,000
 PROGRAM COSTS	
Salaries	\$ 80,940
Benefits	\$ 7,100
Services & Supplies	\$ 88,040
Subcontractors	\$1,346,960
Start-up Costs	<u>0</u>
SUBTOTAL PROGRAM COSTS	\$1,435,000
 TOTAL GROSS COSTS	 \$1,500,000
 REVENUE	
MHSA	\$1,050,000
SAPT	<u>\$ 450,000</u>
TOTAL REVENUE	\$1,500,000
 TOTAL AMOUNT NOT TO EXCEED	 \$1,500,000

B. CONTRACTOR shall calculate the cost for passenger utilization of the Transportation Services provided by subcontractors under this Agreement in accordance with the following rate schedule, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

1. On-site cancellations by passengers or instances in which passengers are not at the designated location for pick-up within the established timeframe will be invoiced at ten dollars (\$10) per occurrence.
2. Mileage will be calculated on a “round trip” basis so that a trip to and from an appointment, or other approved destination, will be counted as one trip and the mileage for the

entire trip will be applied to the rate schedule below to determine cost.

<u>MILEAGE</u>	<u>RATE</u>
1 mile	\$11.50
2 miles	\$13.80
3 miles	\$13.80
4 miles	\$13.80
5 miles	\$17.25
6 miles	\$19.55
7 miles	\$21.85
8 miles	\$24.15
9 miles	\$26.45
10 miles	\$28.75
11 miles	\$28.00
12 miles	\$32.20
13 - 15 miles	\$40.25
16 - 19 miles	\$47.15
20 - 23 miles	\$57.50
24 - 26 miles	\$66.70
27 - 29 miles	\$74.75
30 - 32 miles	\$80.50
33 - 35 miles	\$89.70
36 - 38 miles	\$96.60
39 – 40.9 miles	\$103.50
41 miles and above	\$2.70 per mile

3. Mileage for an authorized Out-of-County trip will be calculated as a “round trip” for any trip that is more than 5 miles outside of Orange County.

4. Additional approved stops for passengers will be invoiced at five dollars (\$5) if the wait time exceeds fifteen (15) minutes during the additional stop.

5. Additional approved stops for passengers that add more than one (1) mile to the original trip will be added to the mileage and cost of the entire trip.

6. Special Events will be invoiced with an additional five (\$5) reimbursement for each completed trip.

7. For passengers requiring transportation from County’s CSU, who have been identified as COVID positive by CSU staff at the time of scheduling the trip, CONTRACTOR shall identify and dispatch an appropriate driver who has provided consent to transport individuals who are COVID positive, and CONTRACTOR shall be reimbursed an additional \$35.00 per trip to cover additional cleaning services for the taxi utilized in the transportation.

8. Passengers are not expected to provide tips for the service.”

7. Exhibit A, Paragraph III. Payments, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3), of the Contract is deleted in its entirety and replaced with the following:

“A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional

amount of \$125,000 per month for Period Five. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed the Amount Not To Exceed for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid."

8. Exhibit A, Paragraph V. Services, of the Contract is deleted in its entirety and replaced with the following:

"V. SERVICES

A. FACILITY –

1. CONTRACTOR shall maintain one (1) facility to be utilized as the administrative office, at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

520 W. Dyer Road
Santa Ana, CA 92707

2. The administrative facility shall be open from at least 8:00 a.m. to 5:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation, if required, once the program becomes operational.

B. PERSONS TO BE SERVED – The target population for the Non-Emergency Transportation Services program is adults, residing in COUNTY, eighteen (18) years of age or older, who have been diagnosed with a serious mental illness, as well as adults with substance use disorders, and require non-emergency transportation assistance to essential behavioral health and/or medical appointments, or behavioral health supportive services that support goals identified in their treatment plans.

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide non-emergency transportation services by appointment only for Clients who require assistance getting to and from their behavioral health or medical appointments or behavioral health supportive services that support goals identified in their treatment plans.

2. CONTRACTOR shall establish toll-free, dedicated telephone numbers that will be used for appointment scheduling by passengers. This shall include, but not be limited to:

a. Toll-free telephone number specifically for Adult and Older Adult Behavioral Health programs as identified by COUNTY;

b. Toll-free telephone number specifically for Adult and Older Adult Substance Use Disorder (SUD) programs as identified by COUNTY;

c. Toll-free telephone number specifically for Adult and Older Adult Crisis Stabilization Units (CSUs) as identified by COUNTY, adult Perinatal program, In-Home

Crisis Stabilization program, Assisted Outpatient Treatment (AOT), Residential Treatment Services Post-Custody Release Transportation, Project Kinship Community Support and Resource Center, and Royale Therapeutic Residential Center as identified by COUNTY;

d. Toll-free telephone number specifically for Adult and Older Adult Behavioral Health special events as identified by COUNTY;

e. Toll-free telephone number specifically for both Adult and Older Adult Behavioral Health and Prevention and Intervention Outreach and Engagement teams to arrange transportation for individuals they encounter in the field who require transportation to their initial behavioral health appointments.

3. CONTRACTOR shall have sufficient and appropriate staff to handle all incoming calls at all times, and a "live" person shall answer all calls and not use a voicemail system.

4. Passengers scheduling non-emergency transportation services from the programs identified in Paragraph V.C.2. of this Exhibit A to the Agreement shall be able to schedule services for each program as follows:

a. 5:30 a.m. to 10:00 p.m., Monday through Friday, and 5:30 a.m. to 5:00 p.m. on Saturdays for adult Mental Health programs;

b. 5:30 a.m. to 10:00 p.m. Monday through Saturday only for SUD programs;

c. 5:30 a.m. to 10:00 p.m. seven (7) days per week for the CSU;

d. Scheduling times will be specified for each special event as they occur; and

e. CONTRACTOR shall be flexible with appointment scheduling at other times as identified by COUNTY.

5. Passengers utilizing the Transportation Program services shall be authorized up to twenty (20) one-way trips per month for behavioral health and medical appointments and be able to schedule a ride as many as fourteen (14) calendar days in advance and as few as twenty-four (24) hours prior. Additional one-way trips may be approved on an individual basis and must be authorized in advance and in writing by ADMINISTRATOR. CONTRACTOR shall ensure that customer service is a high priority and the telephone staff treats all callers with dignity and respects a caller's right to privacy and confidentiality. CONTRACTOR shall process all incoming telephone inquiries for Non-Emergency Transportation Services in a timely, responsive, and courteous manner.

6. Once an appointment for transportation has been requested, CONTRACTOR shall:

a. Confirm passenger First and Last name;

b. Confirm that passenger has not exceeded the twenty (20) ride per month limit (unless otherwise authorized in advance);

c. Confirm date/time/place of appointment;

d. Confirm date/time/place of pick-up/drop-off;

e. Confirm any request for a service animal to accompany

passenger;

- f. Confirm any request for an escort to accompany passenger;
- g. Confirm any request for door-to-door services; and
- h. Authorize Transportation Services, schedule, and dispatch vehicles.

7. CONTRACTOR shall determine which transportation mode is the least expensive and most appropriate available to meet the passenger's service need. CONTRACTOR shall, on a case-by-case basis, review an individual passenger's situation, and may only authorize the least costly form of transportation that will meet that individual passenger's needs. It is not acceptable for CONTRACTOR to authorize more costly taxi or paratransit services when it is unnecessary.

8. CONTRACTOR shall instruct passengers to be ready for pick-up fifteen (15) minutes prior to the established time. CONTRACTOR will have a thirty (30) minute window in which to pick-up passengers from the established pick-up time/place, and ensure that no passenger waits more than thirty (30) minutes for a trip. The thirty (30) minute window begins fifteen (15) minutes prior to the established pick-up time and ends fifteen (15) minutes after the established pick-up time. Passengers waiting more than thirty (30) minutes from the pre-established time of pick-up will result in non-reimbursement of CONTRACTOR for that specific trip.

9. CONTRACTOR shall provide curb-to-curb service for passengers who need little, if any, assistance between the vehicle and the door of the pick-up point or destination. The assistance provided by the driver includes opening and closing the vehicle doors, helping the passenger enter or exit the vehicle, folding and storing the passenger's wheelchair or other mobility device as necessary, or securing the wheelchair or other wheeled mobility device in the vehicle. It does not include lifting of any passenger. Drivers are to remain at or near their vehicle and are not to enter any buildings.

10. CONTRACTOR shall provide door-to-door service based on the level of service that is appropriate for the passenger's physical and mental abilities. The need for door-to-door service shall be communicated by all passengers at the time they call and request an appointment for services. CONTRACTOR shall maintain adequate vehicle types to accommodate passengers with special needs. For example, a van with handicap access may be required to meet an individual's needs.

11. CONTRACTOR shall allow passengers to have an adult escort, eighteen (18) years of age or older, on the trip when independent travel is not an option due to age, disability, or language barriers, and CONTRACTOR is notified at the time the appointment is scheduled. Additionally, CONTRACTOR shall allow passengers to have service animals on the trip, when appropriate, and advance notification is provided. CONTRACTOR will be reimbursed for the transportation costs of escorts and service animals for all necessary trips, including return trips when the passenger is not present. The need for escort services and service animals will be communicated at the time service is requested.

12. CONTRACTOR shall ensure all vehicles are in proper working order at all times, and undergo routine maintenance, as confirmed by proof of work through receipts or invoices, and recorded in a Monthly Vehicle Maintenance Log.

13. CONTRACTOR shall ensure all vehicles are equipped with Global Positioning System (GPS), emergency road kits, and first aid supplies.

14. CONTRACTOR shall ensure that it has vehicles that can accommodate persons with disabilities, as required. CONTRACTOR must ensure that the most appropriate and least costly method of transportation is provided.

15. CONTRACTOR shall maintain an alcohol and drug free transportation program and workforce. CONTRACTOR shall ensure staff and drivers are screened at regular intervals to meet these requirements.

16. CONTRACTOR shall develop and make available to passengers, referring agencies, and community stakeholders, information regarding the Transportation Services program. This information shall include:

- a. Description of the availability of non-emergency medical Transportation Services and general Transportation program information;
- b. The eligibility for these services; and
- c. How to access and use these services properly.

17. All written material and brochures for distribution shall be submitted for advance written approval by COUNTY prior to distribution and use.

18. CONTRACTOR shall be responsible for the maintenance of appropriate records of accountability to report to COUNTY.

19. CONTRACTOR shall establish and maintain a database sufficient to meet the reporting requirements of the requested services.

20. CONTRACTOR shall maintain the confidentiality of Transportation Services program-related information including passenger-specific information, and shall take measures to prudently safeguard and protect unauthorized disclosure of the passenger information in its possession, and shall establish internal policies to ensure compliance with federal and state laws and regulations regarding confidentiality. CONTRACTOR shall ensure electronic files are in compliance with the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the terms of their Agreement with COUNTY.

21. CONTRACTOR shall maintain daily logs for services provided. These logs shall include, but not be limited to:

- a. Daily Call Logs – This log is for phone calls received by CONTRACTOR for appointments for Transportation Services. The log should include date, time, unique passenger identification number, destination, destination contact information, appointment time, pick-up time (for both pick-up and drop-off), distance of travel, and any applicable special requirements. CONTRACTOR shall verify the trip/mileage using the most current maps or computer-based programs;

- b. Daily Dispatch Logs – This shall include the driver name, unique passenger identification number, destination, vehicle type, schedule time of pick-up, actual time of pick-up, scheduled time of drop-off, and actual time of drop-off;

- c. Daily and Monthly Trip Level Logs – This log will include actual miles driven for each appointment, completed trip, incomplete trips (due to incidents, no shows, etc.), vehicle used, destination, number of passengers, and special circumstances;

- d. Monthly Vehicle Maintenance Logs;

- e. Incident Logs; and

- f. Other logs as may be required and developed in collaboration with

County.

22. CONTRACTOR shall develop and maintain policies and procedures for incident management, and ensure that staff have proper orientation and training to respond to, report, and prevent incidents. Incident reports shall be submitted to COUNTY within twenty-four (24) hours of the incident. Special incidents may include, but not be limited to:

- a. Traffic accidents while passengers are on board;
- b. Inappropriate passenger/escort behavior;
- c. Urgent medical conditions occurring while transporting passengers;
- d. Assaults on/from a passenger/escort or staff member;
- e. Threats of assault or injury;
- f. Injuries to a passenger/escort or staff member;
- g. Allegations of abuse; and
- h. Passenger exiting the vehicle prior to the scheduled stop.

23. CONTRACTOR shall develop policies and procedures that address continued use of Transportation Services following an incident or repeated no shows for scheduled appointments.

24. CONTRACTOR shall develop policies and procedures to address contingency operations in the event of a vehicle breakdown that ensures passengers will still arrive at their destinations at the specific time. CONTRACTOR shall develop necessary accommodations in the event transportation program is unable to dispatch their own vehicle for pick-up, ensuring passengers will arrive for scheduled appointments. CONTRACTOR shall not be reimbursed for late pick-ups/drop-offs (outside of the thirty (30) minute window) either due to scheduling or driver errors, or in the event of vehicle breakdowns.

25. CONTRACTOR shall be responsible for all services provided by subcontracted transportation providers and, as such, shall ensure adequate oversight of subcontracted providers. CONTRACTOR shall develop and implement a Monitoring Plan for subcontracted Transportation Services providers, including, but not limited to, ensuring providers comply with the terms of the resulting agreement and all applicable federal and state laws and regulations. CONTRACTOR shall also ensure that all subcontracts have procedures for the prevention, detection, and reporting of suspected fraud and abuse. All subcontracts shall be approved in advance by COUNTY.

26. CONTRACTOR shall develop, implement, and maintain a complaint and grievance process that provides a means to address/resolve passenger's complaints about services received by CONTRACTOR, and shall have written policies and procedures approved by COUNTY for this purpose.

27. Persons requesting or receiving Transportation Services may not be discriminated against because of race, color, religious creed, ancestry, national origin, age, sex, or disability.

28. CONTRACTOR shall attend:

- a. Meetings requested by COUNTY staff to address any aspect of the Transportation Services program.

b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services.

c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.

29. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

D. PERFORMANCE OBJECTIVES AND OUTCOMES - CONTRACTOR shall, during the term of the Agreement, be required to meet performance objectives and outcomes, which may include, but not be limited to:

1. Performance Objective: CONTRACTOR shall provide Transportation Services for a minimum of one thousand two hundred (1,200) Clients on an annual basis (inclusive of pick-up and drop-off). Actual utilization may require adjustment to this performance objective once the program becomes operational.

2. Performance Outcomes:

a. On-time performance, measured by arriving within a thirty (30) minute timeframe from the scheduled pick-up or drop-off time (from fifteen (15) minutes before the scheduled pick-up/ drop-off time to fifteen (15) minutes after the scheduled pick-up/drop-off time).

b. Trip Time: Passenger trip times shall not exceed forty-five (45) minutes to or from their destinations. Trip times are subject to traffic and road conditions.

c. Missed pick-ups or drop-offs: CONTRACTOR shall not miss more than two (2) scheduled pick-ups or drop-offs per region per month.

d. A passenger satisfaction survey shall be developed to measure passenger satisfaction with these services. Ninety percent (90%) or higher rider satisfaction with Transportation Services is expected. This may include, but not be limited to, customer service satisfaction, timeliness of dispatchers answering/returning phone calls, pick-up/drop-off punctuality, trip time, treating riders with courtesy and respect, and sensitivity to language/cultural needs.

e. Other measures that shall be developed in partnership with County.

f. Develop, in conjunction with County, additional ongoing performance measures/outcomes or program's target goals.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement."

This Amendment No. 3 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3, and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment

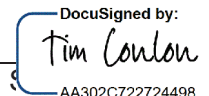
No. 3 remain in full force and effect.

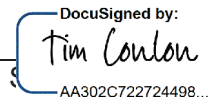
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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either 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: CABCO YELLOW, INC., DBA CALIFORNIA YELLOW CAB, a California for profit corporation

Tim Conlon	President
Print Name	Title
	4/11/2022
	Date


Tim Conlon	President
Print Name	Title
	4/11/2022
	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean	Deputy County Counsel
Print Name	Title
	4/11/2022
	Date