

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND  
5 HOPSKIPDRIVE, INC.

6 FOR THE PROVISION OF CHILDREN'S SCHOOL OF ORIGIN AND FOSTER YOUTH  
7 TRANSPORTATION SERVICES  
8

9 This AGREEMENT, entered into this 15th day of July 2020, which date is particularized  
10 for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred  
11 to as "COUNTY," and HopSkipDrive, Inc., doing business at 1320 E. 7<sup>th</sup> Street, Suite 200, Los  
12 Angeles, CA 90021, hereinafter referred to as "CONTRACTOR." This Agreement shall be  
13 administered by the County of Orange Social Services Agency Director or designee, hereinafter  
14 referred to as "ADMINISTRATOR."

15 W I T N E S S E T H:

16 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
17 Children's School of Origin and Foster Youth Transportation Services; and

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

20 WHEREAS, Section 16501 of the California Welfare and Institutions Code provides that  
21 child welfare services may include, but are not limited to, a range of service-funded activities  
22 including transportation.

23 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 15, 2020, and terminate on June 30, 2021, unless earlier terminated pursuant to the provisions of Paragraph 39 of this Agreement; 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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to two (2) additional one-year terms.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(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 Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement 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 Agreement.

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 Agreement. 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

1 supplies, as described in Exhibit A for the Provision of Children's School of Origin and Foster  
2 Youth Transportation Services, attached hereto and incorporated herein by reference.  
3 CONTRACTOR shall operate continuously throughout the term of this Agreement with the  
4 number and type of staff described and as required for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
6 changes in staffing allocations to reflect current workload demands or service needs as long as  
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 24 of  
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
13 necessary licenses and permits required by the laws of the United States, State of California  
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
18 such laws and licensure requirements, including, without limitation, compliance with laws  
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title  
26 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of  
27 California, County of Orange, and County of Orange Social Services Agency, and all  
28 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

2 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
3 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
4 federal financial assistance programs and/or activities.

5 5.3 CONTRACTOR shall cooperate with the California Department of Social Services  
6 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect  
7 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY  
8 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

9 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

10 6.1 Delegation and Assignment

11 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
13 written consent of COUNTY. Any attempted delegation or assignment without prior written  
14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

22 CONTRACTOR agrees that if there is a change or transfer in ownership of  
23 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
24 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
25 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
26 Agreement and complete them to the satisfaction of COUNTY.

27 7. SUBCONTRACTS

28 7.1 CONTRACTOR shall not subcontract for services under this Agreement without

1 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
2 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
3 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
4 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
5 ADMINISTRATOR may require.

6 7.1.1 Subcontracts of \$50,000 or less

7 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,  
8 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
9 by CONTRACTOR when the cumulative total cost of the services to be provided by any  
10 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this  
11 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
12 providing services or the usual and customary charges established by the organization(s) providing  
13 the services.

14 7.1.2 Subcontracts in excess of \$50,000

15 7.1.2.1 CONTRACTOR shall develop and submit for approval to  
16 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
17 the total cumulative cost of services provided by any single organization is anticipated to exceed  
18 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
19 procurement system shall take into consideration such factors as: degree of price competition;  
20 pricing policies and techniques; experience and quality of service; methods of evaluating  
21 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
22 award, and post-award management of subcontracts, including internal audit procedures and  
23 monitoring of subcontractor's performance until completion of services.

24 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's  
25 proposed procurement system, CONTRACTOR shall comply with such procurement system in  
26 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the  
27 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
28 consent prior to entering into a subcontract with any organization when the total cumulative cost

1 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
2 (\$50,000) during the term of this Agreement.

3 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
4 maintain accurate and complete financial records related to services provided under the terms of  
5 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
6 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
7 until any pending audit is completed.

8 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

9 8.1 Form of Business Organization

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

13 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
14 partnership, corporation, etc.

15 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way  
16 of ownership or otherwise, to any parent organization or individual.

17 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any  
18 subsidiary business organization or to any individual who may be providing services, supplies,  
19 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
20 under this Agreement.

21 8.2 Change in Form of Business Organization

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

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1           8.3    Name Change

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

7           9.    NON-DISCRIMINATION

8           9.1    In the performance of this Agreement, CONTRACTOR agrees that it shall not  
9 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
10 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
11 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
12 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
13 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
14 status, or any other protected group, in accordance with the requirements of all applicable federal  
15 or State laws.

16           9.2    CONTRACTOR shall furnish any and all information requested by  
17 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
18 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
19 9 et seq.

20           9.3    Non-Discrimination in Employment

21           9.3.1   CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
22 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
23 Department of Labor regulations (Title 41 CFR Part 60).

24           9.3.2   All solicitations or advertisements for employees placed by or on behalf of  
25 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
26 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
27 disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
28 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 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. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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>  
(*SSA Contractor and Vendor Compliance page*)

## 10. NOTICES

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

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

CONTRACTOR: HopSkipDrive, Inc.  
1320 E. 7<sup>th</sup> Street, Suite 200  
Los Angeles, CA 90021

10.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this Agreement addressed in any other fashion shall be deemed not given. 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 Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and  
5 their elected and appointed officials, officers, employees, agents, and those special districts and  
6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
8 including, but not limited to, personal injury or property damage arising from or related to the  
9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
13 Neither party shall request a jury apportionment.

14 13. INSURANCE

15 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
16 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
17 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
18 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
19 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
20 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
21 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
22 CONTRACTOR.

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
25 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
26 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
27 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
28 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance

1 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
2 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
3 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
4 reasonable time.

5 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
6 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
7 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
8 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
9 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
10 provision(s) in the Agreement, agrees to all of the following:

11 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
12 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
13 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
14 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
15 same; and

16 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
17 irrespective of any duty to indemnify or hold harmless; and

18 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
19 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
20 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
21 insured.

22 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
23 term of this Agreement, COUNTY may terminate this Agreement.

24 13.5 Qualified Insurer

25 13.5.1 The policy or policies of insurance must be issued by an insurer with a  
26 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
27 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
28 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business

in the state of California (California Admitted Carrier).

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, non-owned and hired vehicles.	\$1,000,000 per occurrence
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 Required Coverage Forms

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

13.8.2 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.

#### 13.9 Required Endorsements

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

13.9.1.1 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.

13.9.1.2 A primary non-contributing 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.

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

13.9.2.1 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.

13.9.2.2 A primary and non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.10 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.

13.11 All insurance policies required by this Agreement 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.

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

13.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "claims

made” policy, CONTRACTOR shall agree to maintain Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.

13.14 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).

13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 10 of this Agreement.

13.16 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.

13.17 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 Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

13.18 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 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

13.19 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 Agreement, 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 Agreement. While CONTRACTOR is required to provide this information without



1 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
2 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

3 14.2 Any accident or incident relating to services performed under this Agreement that  
4 involves injury or property damage which may result in the filing of a claim or lawsuit against  
5 CONTRACTOR and/or COUNTY.

6 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
7 relating to services performed by CONTRACTOR under this Agreement.

8 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

9 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
10 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
11 Agreement.

12 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
13 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
14 of service location or jurisdiction.

15 15. CONFLICT OF INTEREST

16 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
17 or conditions that could result in a conflict with COUNTY interests. In addition to the  
18 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
19 subcontractors associated with the provision of goods and services provided under this Agreement.  
20 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
21 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
22 entertainment, payments, loans, or other considerations which could be deemed to influence or  
23 appear to influence COUNTY staff or elected officers in the performance of their duties.

24 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
25 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
26 Agreement performance. While CONTRACTOR will be required to provide this information  
27 without prompting from COUNTY any time there is a change regarding conflict of interest,  
28 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

1       16.    ANTI-PROSELYTISM PROVISION

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

6       17.    SUPPLANTING GOVERNMENT FUNDS

7           CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
8 purposes of this Agreement with any funds made available under this Agreement.  
9 CONTRACTOR shall not claim payment from COUNTY for, or apply sums received from  
10 COUNTY with respect to, that portion of its obligations which have been paid by another source  
11 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
12 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
13 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
14 approval of ADMINISTRATOR.

15       18.    BREACH SANCTIONS

16           18.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
17 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
18 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
19 available at law, in equity, or otherwise specified in this Agreement:

20               18.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
21 which period shall be established by ADMINISTRATOR; and/or

22               18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
23 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;  
24 and/or

25               18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
26 COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

27           18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
28 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

19. PAYMENTS

19.1 Allowable Costs

During the term of this Agreement for Children's School of Origin and Foster Youth Transportation Services, COUNTY shall pay CONTRACTOR monthly in arrears for each completed Trip as defined in Subparagraph 2.9 and 2.10 of Exhibit A and associated fees as described in 19.2. of this Agreement. No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement. CONTRACTOR agrees to supply the services at the applicable unit price listed under Subparagraph 19.2 of this Agreement, regardless of the number of referrals from COUNTY.

19.1.1 Base fee plus fixed Mileage. CONTRACTOR will be paid a base fee for each Trip, plus a fixed mileage rate per trip mile. CONTRACTOR's price shall be firm for the full term of this Agreement, including any renewal periods. CONTRACTOR guarantees prices offered to COUNTY are the same or lower than prices offered to other government entities for the same or similar services provided through this Agreement.

19.1.2 No additional fee for Shared Trips. COUNTY will not pay an additional fee for Shared Trips.

19.1.3 No Guaranteed Minimum. COUNTY does not guarantee a minimum number of Trips or a minimum amount to be paid under this Agreement.

19.2 Payment Rates

	Unit Price
Base Fee Per Trip	\$22.00
Fixed Mileage Rate	\$2.50
Cancellation Flat Fee Per Trip	Base Rate + Mileage, 1-2 hour cancellation window is 50% of ride trip cost; 0-1 hour 100% of ride trip cost

No Show Flat Fee Per Trip	Base Rate and Mileage
Booster Seat Fee	N/A
Car Seat Fee	N/A
Wheelchair Fee	N/A

### 19.3 Claims

19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) 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.

19.3.2 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 Agreement.

19.3.3 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.

### 19.3.4 Year-End and Final Claims

19.3.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup> through June 30<sup>th</sup>) 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 15<sup>th</sup> of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

19.3.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> 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.

19.3.4.3 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 Agreement; limited, however, to the maximum 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 Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, 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 Agreement.

22. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall summarize the activities and services provided by CONTRACTOR during the term of this Agreement. 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 Agreement, 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 Agreement in a form acceptable to ADMINISTRATOR.

23.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR

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

8 23.2.3 COUNTY may refuse payment for a claim if client records are determined  
9 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be  
10 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an  
11 overpayment within the provisions of this Agreement.

12 23.3 Public Records

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

16 23.4 Inspections and Audits

17 23.4.1 The U.S. Department of Health and Human Services, Comptroller General  
18 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
19 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
20 have access to any books, documents, papers, and records, including medical records, of  
21 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all  
22 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
23 the work performed or being performed under this Agreement and the premises in which it is being  
24 performed.

25 23.4.2 CONTRACTOR shall make its books and records available within the  
26 borders of Orange County within ten (10) days of receipt of written demand by  
27 ADMINISTRATOR.

28 23.4.3 In the event CONTRACTOR does not make available its books and

1 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
2 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
3 obtain CONTRACTOR's books and records.

4 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
5 liability to the State or Federal Government or any agency thereof resulting from any  
6 disallowances or other audit exceptions to the extent that such liability is attributable to  
7 CONTRACTOR's failure to perform under this Agreement.

8 24. PERSONNEL DISCLOSURE

9 24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services  
10 through this Agreement, paid and unpaid, including those identified in Paragraph 3 of Exhibit A  
11 and (hereinafter referred to as "Personnel").

12 24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
13 Personnel providing services hereunder, including résumés and job applications. Changes to the  
14 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
15 and/or job application. The list shall include:

16 24.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
17 required to provide the programs described herein;

18 24.2.2 A brief description of the functions of each position and the hours each  
19 person works each week, or for part-time Personnel, each day or month, as appropriate;

20 24.2.3 The professional degree, if applicable, and experience required for each  
21 position; and

22 24.2.4 The language skill, if applicable, for all Personnel.

23 24.3 Where authorized by law, and in a manner consistent with California Government  
24 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
25 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
26 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
27 Personnel shall be cause for termination from the performance of services under this Agreement.

28 24.4 CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the



1 following public websites of the names and dates of birth for all Personnel who will have direct,  
2 interactive contact with clients served through this Agreement: U.S. Department of Justice  
3 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry  
4 ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

5 24.5 CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record  
6 background check on all Personnel who will have direct, interactive contact with clients served  
7 through this Agreement. Background checks conducted through the California Department of  
8 Justice shall include a check of the California Central Child Abuse Index, when  
9 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
10 performance of services under this Agreement.

11 24.6 CONTRACTOR shall ensure that clearances and background checks described in  
12 Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR's Personnel providing  
13 services under this Agreement.

14 24.7 In the event a record is revealed through the processes described in Subparagraphs  
15 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
16 Personnel providing services through this Agreement.

17 24.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
18 provide services under this Agreement have satisfactory past work records and/or reference checks  
19 indicating their ability to perform the required duties and accept the kind of responsibility  
20 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
21 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
22 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
23 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
24 are completed, whichever is later, in compliance with all applicable laws.

25 24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
26 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
27 Personnel performing services under this Agreement, when such information becomes known to  
28 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to

1 provide services under this Agreement and shall provide notice of such determination to  
2 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
3 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 18 above.

4 24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
5 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

6 24.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
7 from the performance of services under this Agreement. At the request of COUNTY,  
8 CONTRACTOR shall immediately replace said Personnel.

9 24.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
10 for cause from working on this Agreement.

11 24.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
12 24 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
13 terms and conditions of this Agreement.

14 25. EMPLOYMENT ELIGIBILITY VERIFICATION

15 As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
16 statutes and regulations regarding the employment of aliens and others, and that all its employees  
17 performing work under this Agreement meet the citizenship or alien status requirement set forth  
18 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
19 work hereunder, all verification and other documentation of employment eligibility status required  
20 by federal or State statutes and regulations including, but not limited to, the Immigration Reform  
21 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
22 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
23 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
24 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
25 and employees from employer sanctions and any other liability which may be assessed against  
26 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
27 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
28 work under this Agreement.

1       26.    CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

2           CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
3 that all employees, agents, subcontractors, and all other individuals performing services under this  
4 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
5 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of  
6 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
7 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
8 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
9 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
10 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
11 they now exist or as they may hereafter be amended.

12       27.    NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
13           LAW

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

18       28.    CONFIDENTIALITY

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

23           28.2 All records and information concerning any and all persons referred to  
24 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
25 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
26 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
27 employees, agents, subcontractors, and all other individuals performing services under this  
28 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any

1 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
2 of this Agreement.

3 28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
4 other individuals performing services under this Agreement of this provision and that any person  
5 violating the provisions of said California state law may be guilty of a crime.

6 28.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
7 to the confidentiality requirements of this Agreement.

8 28.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
9 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
10 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
11 hereafter be amended.

12 28.5.1 No access, disclosure, or release of information regarding a child who is the  
13 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
14 in doubt, no such information shall be released without the written approval of a Judge of the  
15 Juvenile Court.

16 28.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
17 before allowing any child to be interviewed, photographed, or recorded by any publication or  
18 organization, or to appear on any radio, television, or internet broadcast or make any other public  
19 appearance. Such approval shall be requested through child's Social Worker.

20 29. SECURITY

21 29.1 Security Requirements

22 29.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
23 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
24 confidentiality that currently exists or exists at any time during the term of this Agreement.  
25 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
26 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
27 private and confidential client information, to protect against anticipated threats to the security or  
28 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or

1 use of COUNTY data. Such safeguards and controls shall include at a minimum:

2 29.1.1.1 Storage of confidential paper files that ensures records are  
3 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

4 29.1.1.2 Control of access to physical and electronic records to ensure  
5 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
6 services.

7 29.1.1.3 Control to prevent unauthorized access and to prevent  
8 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

9 29.1.1.4 Firewall protection.

10 29.1.1.5 Use of encryption methods of electronic COUNTY data while  
11 in transit from CONTRACTOR networks to external networks, when applicable.

12 29.1.1.6 Measures to securely store all COUNTY data, including, but not  
13 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
14 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
15 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
16 the term of this Agreement administrative, technical, and physical safeguards and controls  
17 consistent with State and federal security requirements.

18 29.2 Security Breach Notification

19 29.2.1 CONTRACTOR shall have policies and procedures in place for the  
20 effective management of Security Breaches, as defined below. In the event of any actual,  
21 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
22 experiences or learns of that either compromises or could reasonably be expected to comprise  
23 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
24 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
25 notification, CONTRACTOR shall, at its own expense, immediately:

26 29.2.1.1 Investigate to determine the nature and extent of the Security  
27 Breach.

28 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, in 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 Agreement, 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 Agreement 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.

///

1           32.     SERVICES DURING EMERGENCY AND/OR DISASTER

2           32.1    CONTRACTOR acknowledges that service usage may surge during or after an  
3 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
4 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
5 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
6 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as  
7 described above may require resources or support beyond the local government's capability and  
8 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
9 council, county board of supervisors, or state) and may be declared at the federal level by the  
10 President of the United States.

11          32.2    CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
12 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
13 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
14 include, but are not limited to: providing services at different location(s), assigning staff to work  
15 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
16 (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and  
17 prioritizing services for staff as requested by COUNTY.

18          32.3    CONTRACTOR shall service COUNTY during emergencies and/or declared  
19 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.  
20 Compensation of services provided during or after an emergency/disaster shall be calculated by  
21 the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin  
22 as a result of providing services during an emergency or disaster shall not be permitted.

23           33.     PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

24          33.1    COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
25 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
26 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
27 without COUNTY's prior written consent is expressly prohibited.

28          33.2    CONTRACTOR may develop and publish information related to this Agreement

1 where all of the following conditions are satisfied:

2 33.2.1 ADMINISTRATOR provides its written approval of the content and  
3 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
4 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

5 33.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
6 a statement that the program, wholly or in part, is funded through County, State, and Federal  
7 Government funds;

8 33.2.3 The information does not give the appearance that the COUNTY, its  
9 officers, employees, or agencies endorse:

10 33.2.3.1 Any commercial product or service; and

11 33.2.3.2 Any product or service provided by CONTRACTOR, unless  
12 approved in writing by ADMINISTRATOR; and

13 33.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
14 or other publicly available social media sites) to publish information related to this Agreement,  
15 CONTRACTOR shall develop social media policies and procedures and have them available to  
16 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
17 and Procedures as they pertain to any social media developed in support of the services described  
18 within this Agreement. The policy is available on the Internet at  
19 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

20 34. REPORTS

21 34.1 CONTRACTOR shall provide information deemed necessary by  
22 ADMINISTRATOR to complete any State-required reports related to the services provided under  
23 this Agreement.

24 34.2 CONTRACTOR shall maintain records and submit reports containing such data  
25 and information regarding the performance of CONTRACTOR's services, costs, or other data  
26 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
27 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
28 written notice to CONTRACTOR.



1       35.    ENERGY EFFICIENCY STANDARDS

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

4       36.    ENVIRONMENTAL PROTECTION STANDARDS

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

10          36.1   No facility to be utilized in the performance of the proposed grant has been listed  
11 on the EPA List of Violating Facilities;

12          36.2   It will notify COUNTY prior to award of the receipt of any communication from  
13 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
14 grant is under consideration to be listed on the EPA List of Violating Facilities; and

15          36.3   It will notify COUNTY and EPA about any known violation of the above laws and  
16 regulations.

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

19          37.1   CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
20 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
21 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
22 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
23 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
24 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
25 ADMINISTRATOR that cites the following:

26           37.1.1 The definitions and prohibitions contained in the clause at Federal  
27 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
28 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph

1 B of this certification.

2 37.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
3 knowledge and belief as of December 23, 1989, that

4 37.1.2.1 No federal appropriated funds have been paid or will be paid to  
5 any person for influencing or attempting to influence an officer or employee of any agency, a  
6 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
7 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
8 of any federal grant, the making of any federal loan, the entering into of any cooperative  
9 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
10 contract, grant, loan or cooperative agreement;

11 37.1.2.2 If any funds other than federal appropriated funds (including  
12 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
13 person for influencing or attempting to influence an officer or employee of any agency, a Member  
14 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
15 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
16 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
17 and

18 37.1.2.3 He or she will include the language of this certification in all  
19 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
20 \$100,000 shall certify and disclose accordingly.

21 37.1.3 Submission of this certification and disclosure is a prerequisite for making  
22 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
23 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
24 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
25 and not more than \$100,000, for each such failure.

26 38. POLITICAL ACTIVITY

27 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
28 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 Agreement 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 Agreement 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 Agreement shall relieve COUNTY of all further obligations under this Agreement.

39.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("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 Agreement, 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 Agreement.

39.4 The obligations of COUNTY under this Agreement 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 Agreement

1 remains in effect or operation. In the event that such funding is terminated or reduced,  
2 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
3 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
4 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
5 notification of such determination. CONTRACTOR shall immediately comply with  
6 ADMINISTRATOR's decision.

7 39.5 If any term, covenant, condition, or provision of this Agreement or the application  
8 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
9 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated  
10 thereby.

11 40. GOVERNING LAW AND VENUE

12 This Agreement has been negotiated and executed in the State of California and shall be  
13 governed by and construed under the laws of the State of California, without reference to conflict  
14 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
15 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
16 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
17 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
18 to waive any and all rights to request that an action be transferred for trial to another county.

19 41. COOPERATIVE CONTRACT

20 The provisions and pricing of this contract will be extended to County of Orange  
21 agencies/departments and other California local or state governmental entities. Governmental  
22 entities wishing to use this contract will be responsible for issuing their own purchase  
23 documents/price agreements, providing for their own acceptance, and making any subsequent  
24 payments. CONTRACTOR shall be required to include in any contract entered into with another  
25 agency or entity that is entered into as an extension of this Contract a contract clause that will hold  
26 harmless the County of Orange from all claims, demands, actions or causes of actions of every  
27 kind resulting directly or indirectly, arising out of, or in any way connected with the use of this  
28 contract. The cooperative entities are responsible for obtaining all certificates of insurance and

1 bonds required. The contractor is responsible for providing each cooperative entity a copy of the  
2 contract upon request by the cooperative entity. The County of Orange makes no guarantee of  
3 usage by other users of this contract.

4 The CONTRACTOR shall be required to maintain a list of the cooperative entities using  
5 this contract. The list shall report dollar volumes spent annually and shall be provided on an annual  
6 basis to the COUNTY.

7 42. SIGNATURE IN COUNTERPARTS

8 42.1 The parties agree that separate copies of this Agreement may be signed by each of  
9 the parties, and this Agreement will have the same force and effect as if the original had been  
10 signed by all the parties.

11 42.2 CONTRACTOR represents and warrants that the person executing this Agreement  
12 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
13 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
14 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,  
2 California.

3 By:  By: 

4 TOBY MCGRAW  
5 SENIOR VICE PRESIDENT, SALES  
6 HOPSKIPDRIVE, INC.

DEBRA J. BAETZ  
DIRECTOR  
SOCIAL SERVICES AGENCY

7 Dated: 6/30/2020

Dated: 7/13/2020

17 APPROVED AS TO FORM  
18 COUNTY COUNSEL  
19 COUNTY OF ORANGE, CALIFORNIA

20 By: \_\_\_\_\_  
21 DEPUTY

22 Dated: \_\_\_\_\_  
23  
24  
25  
26  
27  
28

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: \_\_\_\_\_ By: \_\_\_\_\_  
                    <NAME>                                    DEBRA J. BAETZ  
                    <TITLE>                                    DIRECTOR  
                    <COMPANY>                                SOCIAL SERVICES AGENCY

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

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By: Carolyn S. Frost  
                    DEPUTY

Dated: 06/24/20

EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
HOPSKIPDRIVE, INC.

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

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to children referred by SSA. Services will be provided to Orange County children ages six (6) through eighteen (18) years, under court jurisdiction, 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): Missing/runaway YOUTH.

2.2 Back-up System(s): In the event the main vehicle routed for a designated trip becomes disabled, there is a system for back-up response to provide the designated trip or ensure that YOUTH are not stranded.

2.3 Base Fee: Rate COUNTY will pay per trip regardless of the number of YOUTH(s) being transported in the vehicle.

2.4 Cancellation Fee: Notification by SSA and/or YOUTH's caregiver to CONTRACTOR to cancel a previously scheduled transport within designated timeframes as referenced in Subparagraph 19.2 of the Agreement.

2.5 No Show: A YOUTH who does not appear at the designated location per the referral for vehicle boarding within twenty (20) minutes of the scheduled pick-up time.

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2.6 School of Origin: The school YOUTH is ordered to attend per Juvenile Court orders.

2.7 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.

2.8 Special Incident Report: A report of an incident, emergency, or special occurrence involving YOUTH, drivers, 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, or administrative staff member.

2.9 Trip: Transportation of one (1) or more YOUTH from one (1) location to another location (e.g. two (2) YOUTHS are transported from OCFC to the same school would constitute one (1) Trip).

2.10 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 shall maintain current records of each YOUTH's name, dates of trips, and services.

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1                   3.3    Referrals

2                   3.3.1   No minimum or maximum number of referrals is guaranteed, expressed, or  
3 implied, under this Agreement.

4                   3.3.2   CONTRACTOR shall notify ADMINISTRATOR of the receipt of each  
5 new referral by the close of the following business day.

6                   3.3.3   CONTRACTOR shall contact ADMINISTRATOR within one (1) business  
7 day of receipt of referral to provide confirmation of date services will begin.

8                   3.4    Service Requirements

9                   CONTRACTOR shall:

10                  3.4.1   Provide a coordinated system of transportation to YOUTH in appropriate  
11 vehicles consisting of multiple pick-up and drop-off services, and ensure that vehicles are available  
12 for daily pick-ups at school or other locations as indicated on the referral.

13                  3.4.2   Maintain a sufficient number of vehicles and drivers necessary to meet  
14 COUNTY needs.

15                  3.4.3   Make reasonable effort to secure additional drivers and vehicles within  
16 thirty (30) calendar days as necessary to meet any increased service needs of COUNTY.

17                  3.4.4   Ensure that all drivers meet the YOUTH inside the school office or at  
18 another location designated for pick-up.

19                  3.4.5   Schedule Shared Trips that will typically allow each YOUTH to arrive at  
20 their respective school on time at least five (5) minutes prior to the designated drop-off time as  
21 indicated on the referral, while ensuring that no YOUTH will be in the vehicle for a period greater  
22 than sixty (60) minutes, unless approved by ADMINISTRATOR.

23                  3.4.6   Provide drivers with the most timely, cost efficient routes possible.

24                  3.4.7   Require that drivers do not make any unscheduled stops during the course  
25 of the trip.

26                  3.4.8   Document designated Trips, addresses, names of YOUTH(s), miles  
27 traveled, times for pick-up and drop-off, No Shows, and Cancellations. Maintain trip sheets and  
28 route manifests at CONTRACTOR'S facility.

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 the CONTRACTOR.

3.4.11 Ensure each driver that 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.

3.4.14 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 appropriate for YOUTH.

3.4.17 Require drivers to wait twenty (20) minutes past the scheduled pick-up time before determining the scheduled service as a No Show. CONTRACTOR shall immediately notify the ADMINISTRATOR by phone call and email of the No Show incidence. If CONTRACTOR is unable to make direct verbal contact with the ADMINISTRATOR personnel by phone, direct verbal contact shall be made with the SSA Contract Administrator or other Children and Family Services (CFS) designated personnel.

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 transport.

3.4.22 Attend meetings as requested or required by COUNTY.

### 3.5 Vehicle Operations

CONTRACTOR shall ensure driver completion of:

#### 3.5.1 Driver Trip Sheets and Mileage

3.5.1.1 Mileage recordings on the Driver Daily Trip Sheet shall indicate the total mileage between the first pick-up location and the last drop-off location, including any additional stops in between, when applicable.

3.5.1.2 For Trips that include one (1) pick-up location and one (1) drop-off location, total mileage shall be recorded in the appropriate place on the Driver Daily Trip Sheet.

3.5.1.3 For Shared Trips, mileage recordings shall start at the first pick-up location and shall end when the vehicle arrives at the final drop-off location.

3.5.1.4 Driver Daily Trip Sheets shall include, at a minimum:

3.5.1.4.1 Driver's name and Driver's License plate number or Driver's number;

3.5.1.4.2 YOUTH(s) names, address (OCFC or other location), and scheduled time of pick-ups;

3.5.1.4.3 Actual time driver arrived at location of each pick-up;

3.5.1.4.4 Destination and address where driver dropped-off each YOUTH;

3.5.1.4.5 No Shows and Trip Cancellations should they apply; and

3.5.1.4.6 Any comments pertaining to Trip activity.

3.5.1.5 Mileage calculations shall be verified by CONTRACTOR utilizing an internet-based mileage and routing website approved by COUNTY.

3.5.1.6 CONTRACTOR shall organize and file Trip sheets by date. All original 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 Agreement shall be maintained in a clean and safe operating condition.

### 3.7 Staffing Requirements

CONTRACTOR'S drivers that 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 Agreement.

3.7.3 Have a valid 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 certified, as appropriate, for the vehicle being operated.

3.7.3.1 Be enrolled in the California Department of Motor Vehicles Pull Notice Program.

### 3.8 Hours of Operation

3.8.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s), 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. On time

performance is achieved when the YOUTH(s) arrives a minimum of five (5) minutes prior to designated drop off time as indicated on the transportation referral. CONTRACTOR will report on time performance outcomes to COUNTY in accordance with Subparagraph 3.10.4.

3.9.2 CONTRACTOR shall insure that ninety-five percent (95%) of YOUTH will be picked up at the scheduled pick-up time as designated on the referral.

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 missing/runaway YOUTH, CONTRACTOR shall notify ADMINISTRATOR and YOUTH's caregiver immediately 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 2.8. 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 e-mail platform to ADMINISTRATOR within one (1) business day.

3.10.3 Submit the following with the monthly claim required per Subparagraph 19.3 of this Agreement:

3.10.3.1 Original copy of the Driver Daily Trip Sheets;

3.10.3.2 Daily Trip Sheet Summaries; and

3.10.3.3 Trip Mileage Log.

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 COUNTY that includes, but is not limited to:

3.10.4.1 Number of complete Trips by city;

3.10.4.2 Number of No Shows and Cancellations by SSA; and

3.10.4.3 Number of Trips to schools of origin completed on time and

number of completed late Trips. A Trip is considered on time when the YOUTH arrives at his/her school a minimum of five (5) minutes prior to the school start time as indicated on the transportation referral.

3.10.5 CONTRACTOR upon approval from ADMINISTRATOR, may use alternative forms for reporting the information in Subparagraph 3.10.

3.10.6 Provide any additional information regarding the program's progress as requested by COUNTY and in a format approved by COUNTY.

### 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.

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 the requirements in completing Special Incident Reports.

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 COUNTY, CONTRACTOR shall send appropriate staff to an orientation session and subsequent training sessions given by COUNTY.

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