ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday.*

May 10, 2022

PRESENTATION

Vice Chairman Wagner and Supervisor Bartlett will be presenting a resolution proclaiming May 2022 as "Jewish American Heritage Month"

Revised Title to read:
Chairman Chaffee and ~~Supervisor Do~~ *Board of Supervisors* will be presenting a resolution "Welcoming Afghan Refugees to Orange County and Thanking All Community Partners Who Support Their Resettlement"

Supervisor Do and Supervisor Bartlett will be presenting a resolution proclaiming May 2022 as "National Asian American and Pacific Islander Heritage Month"

CONSENT

1. Deleted

DISCUSSION

22. Deleted

29. Continued to 5/24/22, 9:30 a.m.

31. Continued to 5/24/22, 9:30 a.m.

36. Revised Title to read:
Health Care Agency - Approve retroactive contracts MA-042-22011297 with Fulgent Therapeutics, LLC, 3/23/22 - 6/30/25 ($6,000,000); renewable for ~~two additional terms~~ *one additional two-year term* and MA-042-22011565 with Ambry Genetics Corporation ($500,000) for diagnostic testing services, 3/23/22 - 6/30/22; authorize County Procurement Officer or Deputized designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute contracts - All Districts

37. Revised Title to read:
Health Care Agency - Consider first reading of "An Ordinance of the County of Orange, California Amending Sections 4-11-2 of the Codified Ordinances of the County of Orange Regarding the Orange County Health Authority"; and set second reading and adoption for 5/24/22, 9:30 a.m**.** - *All Districts*

47. Continued to 5/24/22, 9:30 a.m.

Document last updated: 5/10/2022 7:11 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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51. Revised Title to read:
County Executive Office - Approve grant applications/awards submitted *by District Attorney, Health Care Agency and retroactive grant application/award submitted by OC Community Resources* in 5/10/22 grant report and other actions as recommended*; adopt resolution approving standard agreement TV-2122-22 Amendment 1 with California Department of Aging for Older Americans Act Programs ($1,986,174) including ($886,807) in funding from Senior Community Services Employment Program and ($1,099,367) in Older Adult Recovery Resilience, 7/1/21 – 6/30/23; and authorize OCCR Director or designee to execute amendment and related documents under certain conditions* - All Districts

54. Revised Title to read:
Supervisor Foley - ~~Direct County Executive Office to work with Orange County Transportation Authority and City of Santa Ana to develop grant program or other options for direct financial assistance for business that have been negatively impacted as a result of construction of Orange County Streetcar~~ *Approve up to $1.2 million from Second District's allocation of American Rescue Plan Act funding to support Santa Ana small businesses impacted by ongoing streetcar construction and COVID-19 pandemic; authorize OC Community Resources Director or designee to establish a small business recovery grant program; and make related findings per Government Code Section 26227* (Continued from 4/26/22, Item 48)

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 36, 51 and 54

Supplemental Item(s)

S54A. **Vice Chairman Wagner** - Approve addition of Anaheim Hills Rotary events and Tustin Police Foundation events to County Events Calendar; and make related findings per Government Code 26227

S54B. **County Counsel** - Approve use of ethical wall in representing County and Orange County Finance Trust; and authorize Chairman to sign County Counsel's informed consent letter - All Districts

S54C. **Supervisor Foley** - Approve addition of District 2 Sponsored Pet Food Pantry to County Events Calendar; and make related findings per Government Code 26227

S54D. **OC Community Resources -** Approve amendment 16 to contracts 17-27-0001-M2 with Abrazar, Inc. for senior non-emergency medical transportation services, Service Area 1, North County ($100,000; cumulative total $4,560,549) and 17-27-0008-M2 Service Area 3, Central/ West County ($213,000; cumulative total $6,144,056), terms ending 6/30/22; and authorize County Procurement Officer or Deputized designee to execute amendments - All Districts

S54E. **OC Community Resources -** Approve amendment 4 to contract 20-28-0073-OSO with America Works of California, Inc. for administration of One-Stop operator services, 7/1/21 - 6/30/22 ($221,650) and 7/1/22-6/30/23 ($2,200,000; cumulative total $5,281,650); and authorize County Procurement Officer or Deputized designee to exercise cost contingency increase not to exceed 30% under certain conditions and execute amendments - All Districts

Document last updated: 5/10/2022 7:11 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

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S54F. **Sheriff-Coroner** - Approve agreement with Trustees of the California State University for law enforcement services at California State University, Fullerton, 5/23/22 - 5/26/22 ($30,000); and authorize Sheriff-Coroner or designee to execute future agreements under certain conditions - District 4

S54G **Sheriff-Coroner** - Ratify 2021-22 Financial and Operating Plan with United States Forest Service for patrol services, Cleveland National Forest, 10/1/21 - 9/30/22 - Districts 3 and 5

S54H. **Sheriff-Coroner** - Approve contract MA-060-21011490 with Global Tel*Link Corporation dba ViaPath Technologies for inmate communication services, 5/25/22 - 5/24/25 (total revenue $4,800,000); renewable for seven additional one-year terms; and authorize County Procurement Officer or Deputized designee to execute contract - All Districts

SCS1. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Flood Control District v. Frank Jude Lizarraga, Jr., et al.
San Bernardino Superior Court Case No. CIVSB2026187

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: James Spring v. County of Orange Case Number: 8:20-cv-02438

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Barbara Bossenmeyer v. County of Orange WCAB Case: ADJ13608779, ADJ2771683

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Flood Control District v. PTI Sand & Gravel Incorporated Riverside Superior Court Case No. CVR12000588

SCS5. **County Executive Office** - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957(b):
Title: Director of Office of Independent Review

SCS6. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Mohamed Sayem v. County of Orange Case Number: 8:19-cv-01790

Document last updated: 5/10/2022 7:11 AM

Continuation or Deletion Request

Date: 5/9/222

To: Clerk of the Board of Supervisors

From: **Katrina Foley, Second District Supervisor** NA for KF

Re: ASR Control #: N/A, Meeting Date 5/10/22 Agenda Item No. # 1

Subject: **Appointment to the Orange County Waste Management Commision**

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # 1

Comments: Please delete this item.

RECEIVED
2022 MAY -9 PM 4:11
CLERK OF THE BOARD
ORANGE COUNTY, CA

Continuation or Deletion Request

Date: **4/28/22**

To: Clerk of the Board of Supervisors

From: **Don Barnes, Sheriff-Coroner**

Re: ASR Control #: 22-000312, Meeting Date 05/10/22 Agenda Item No. # 22

Subject: **Amendment Number Eight to Extend Global Tel*Link Corporation Contract**

☐ Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

☒ Request deletion of Agenda Item No. # _____

Comments: The County Procurement Office denied a protest appeal. Contract renewal no longer needed.

Continuation or Deletion Request

Date: **May 9, 2022**

To: Clerk of the Board of Supervisors

From: **Clayton Chau, Agency Director, Health Care Agency**

Re: ASR Control #: 22-000061, Meeting Date 5/10/22 Agenda Item No. # 31

Subject: **Approve Master Agreement for Perinatal Recovery Residence Services**

☒ Request to continue Agenda Item No. # 31 to the 5/24/22 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Revision to ASR and/or Attachments

RECEIVED
2022 MAY -3 PM 4:51
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: **May 3, 2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.03 16:10:26 -07'00'

From: **Clayton Chau, Agency Director, Health Care Agency**

Re: ASR Control #: 22-000113, Meeting Date 5/10/22, Item No. # 36

Subject: Retroactive Contracts for Diagnostic Testing and Whole Genome Sequencing Service

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Explanation:

The Health Care Agency would like to update the Recommended Action #1.

☒ Revised Recommended Action(s)

1. Retroactively approve the Contract with Fulgent Therapeutics LLC for Diagnostic Testing and Whole Genome Sequencing Services, effective March 23, 2022, through June 30, 2025, for an amount not to exceed $6,000,000, renewable for ~~two additional years.~~ one additional two-year term.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s))

CLERK OF THE BOARD

MEMORANDUM

May 9, 2022

To: Honorable Board of Supervisors

From: Robin Stieler, Clerk of the Board of Supervisors

Subject: Correction to Agenda Title for Agenda Item #37, May 10, 2022

The agenda title for Item #37 has been revised due to clerical error by the Clerk of the Board in preparing the agenda. The correct title should read:

Health Care Agency - Consider first reading of "An Ordinance of the County of Orange, California Amending Sections 4-11-2 of the Codified Ordinances of the County of Orange Regarding the Orange County Health Authority"; and set second reading and adoption for 5/24/22, 9:30 a.m. – *All Districts*

Cc: Frank Kim, CEO
Leon Page, County Counsel

RECEIVED
2022 MAY -9 AM 10:01
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Continuation or Deletion Request

Date: **May 5, 2022**

To: Clerk of the Board of Supervisors

From: **Debra J. Baetz, Social Services Agency Director** DJB

Re: ASR Control #: 22-000371, Meeting Date 5/10/2022 Agenda Item No. #47

Subject: **Continuation of Item #47**

☒ Request to continue Agenda Item No. # 47 to the 5/24/2022 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:

Agenda Item

AGENDA STAFF REPORT

51

ASR Control 21-001124

MEETING DATE:	05/10/22
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Executive Office (Approved)
DEPARTMENT CONTACT PERSON(S):	Peter DeMarco (714) 834-5777
	Julie Bechtol (714) 834-2009

SUBJECT: Grant Applications/Awards Report

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Concur	Approved Resolution to Form	Discussion 3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1.	Approve Grant Application – District Attorney – FY 2022 Body Worn Camera Policy and Implementation Program – $1,000,000
2.	Approve Grant Award – Health Care Agency – Disease Intervention Specialist (DIS) Workforce Development – $2,818,285
3.	Approve Retroactive Grant Award and Adopt Resolution – OC Community Resources – Senior Community Service Employment Program – $1,978,243
4.	Receive and File Grants Report.

SUMMARY:

See the attached Grants Report.

BACKGROUND INFORMATION:

See the attached Grants Report.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Grants Report
Attachment B - OCCR Senior Community Service Employment Resolution

Grants Report

DRAFT

County Executive Office/Legislative Affairs

May 10, 2022
Item No: 51

County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On May 10, 2022 the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS:

1. Approve Grant Application – District Attorney – FY 2022 Body Worn Camera Policy and Implementation Program – $1,000,000

2. Approve Grant Award – Health Care Agency – Disease Intervention Specialist (DIS) Workforce Development – $2,818,285

3. Approve Retroactive Grant Award and Adopt Resolution – OC Community Resources – Senior Community Service Employment Program – $1,978,243

4. Receive and File Grants Report.

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.

CEO-Legislative Affairs Office
Grant Authorization eForm

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	May 2, 2022
Requesting Agency/Department:	District Attorney's Office
Grant Name and Project Title:	FY 2022 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	U.S. Department of Justice Programs, Office of Justice Programs, Bureau of Justice Assistance
Application Amount Requested:	$1,000,000
Application Due Date:	May 25, 2022
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☒ Other Type ☐ Explain:
County Match?	Yes ☐ Amount_____ or _____ % No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No
Purpose of Grant Funds:	Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Body-Worn Camera Policy and Implementation Program provides funding to law enforcement agencies seeking to establish, expand, or refine comprehensive body-worn camera (BWC) programs and have specified plans to implement this technology in a manner that maximizes the benefits of BWCs. The goals of the grant program include promoting the documentation, development and sharing of best practices by law enforcement agencies and prosecutors' offices that have already deployed BWC programs.

The District Attorney (DA) proposes to utilize grant funds to enhance its BWC program by:
(1) purchasing additional space in the DA's Microsoft Azure cloud environment; and
(2) contracting with an engineering firm to assist staff with updating software, migrating some of the applications into a cloud environment and building new application programming interface (APIs) in order to more effectively manage the large volume of data.

CEO-Legislative Affairs Office
Grant Authorization eForm

Board Resolution Required? (Please attach document to eForm)	Yes ☐ No ☒
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	James Harman

Recommended Action/Special Instructions
(Please specify below)

Authorize the District Attorney or designee to submit the FY 2022 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies to the U.S. Department of Justice.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Glenn Robison 714-347-8778, glenn.robison@da.ocgov.com

Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:

Glenn Robison

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	April 15, 2022
Requesting Agency/Department:	Health Care Agency/Clinical Services
Grant Name and Project Title:	Disease Intervention Specialist (DIS) Workforce Development Grant
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH) – STD Control Branch
Application Amount Requested:	$2,818,285
Application Due Date:	January 31, 2022
Board Date when Board Approved this Application:	November 2, 2021
Awarded Funding Amount:	$2,818,285
Notification Date of Funding Award:	April 14, 2022
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
Recurrence of Grant	New ☒ Recurrent ☐ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	N/A
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Formula
County Match?	Yes ☐ No ☒
How will the County Match be Fulfilled? (Please include the specific budget)	N/A
Will the grant/program create new part or full-time positions?	No.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The purpose of these funds is to implement key strategies for STD, HIV, COVID-19 and other infectious diseases prevention and control by increasing the capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight and outbreak response to communicable diseases. The grant funds must be used to expand, train, and sustain a response-ready DIS workforce.	
Board Resolution Required? (Please attach document to eForm) **Deputy County Counsel Name:** (Please list the Deputy County Counsel that approved the Resolution)	Yes ☐ No ☒
Recommended Action/Special Instructions (Please specify below)	
The Health Care Agency (HCA) requests that the Board of Supervisors (Board) approve the Recommended Action authorizing the Agency to accept this Grant Agreement for the term of July 1, 2021 through December 31, 2025 in the amount of $563,657 annually and a total of $2,818,285 and delegate authority to the HCA Director, or designee, to sign and execute the Grant Agreement, Certification of Lobbying (Attachment 1 of Exhibit F), California Civil Rights Laws Certification, and the Contractor	

CEO-Legislative Affairs Office
Grant Authorization eForm

Certification Clauses Form-4/2017. The Agreement contains an indemnification provision that requires the County to indemnify and hold harmless the CDPH against claims that result from County's performance of the Agreement activities. This provision differs from the County's practice of requiring contractors to indemnify the County. CEO/Risk Management has reviewed and approved this provision.

The HCA respectfully requests that the Board takes the following action:

1. Accept the Disease Intervention Specialist (DIS) Workforce Development grant award in the total amount of $2,818,285 for the period of July 1, 2021 through December 31, 2025.
2. Approve the Grant Agreement Number 21-10573 and authorize the Health Care Agency Director, or designee, to execute the Agreement and such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.
3. Authorize the Health Care Agency Director, or designee, to sign the Grant Agreement, Certification of Lobbying (Attachment 1 of Exhibit F), California Civil Rights Laws Certification, and the Contractor Certification Clauses Form-042017.

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Margaret Bredehoft MBredehoft@ochca.com 714-834-3882	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Dr. Clayton Chau	

ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

Grant Retroactive Memorandum

Date: April 28, 2022

To: County Executive Office

From: Dylan Wright, Director of OC Community Resources

Re: **Senior Community Service Employment Program Funding**

Subject: **REQUEST TO APPROVE RETROACTIVE GRANT AWARD**

On April 4, 2022, OC Community Resources/Office on Aging (OCCR/OoA) received notification of the Title V Senior Community Services Employment Program (SCSEP), Amendment 1 funding. Immediately, OoA proceeded to complete the budget allocation process and submitted the notification form on April 20, 2022.

However, due to the length of time required to complete the administrative process to complete the eForm and required supporting documentation, OCCR/OoA was unable to meet the 30-day deadline outlined in the Grants Policy Manual.

Accordingly, OoA is requesting that the CEO accept this retroactive grant award and approve the acceptance of the grant allotted by the California Department of Aging (CSA) for Title V SCSEP allocations and Older Adult's Recovery and Resilience allocations.

Dylan Wright, Director
OC Community Resources

4/28/2022
Date

Approved:

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.02 15:00:18 -07'00'

Frank Kim, County Executive Officer
County Executive Office

5/2/22
Date:

CEO-Legislative Affairs Office
Grant Authorization eForm

☐ **GRANT APPLICATION /** ☒ **GRANT AWARD**

Today's Date:	April 26, 2022
Requesting Agency/Department:	OC Community Resources/OC Community Services
Grant Name and Project Title:	Senior Community Service Employment Program Amendment 1
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Aging
Application Amount Requested:	$1,986,174 (Title V $886,807 + OARR $1,099,367)
Application Due Date:	April 27, 2021
Board Date when Board Approved this Application:	May 05, 2020
Awarded Funding Amount:	$1,986,174 (includes allocations for FY2021-22 & FY2022-23) (Title V Allocation: FY21-22, $7,391 + FY22-23, $878,876 = $886,807) (OARR Funding FY2022-23, $1,099,367)
Notification Date of Funding Award:	April 4, 2022
Is this an Authorized Retroactive Grant Application/Award? Yes (If yes, attach memo to CEO)	
Recurrence of Grant	New ☐ Recurrent ☒ Other ☐ Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 2022-23: Title V $878,876+OARR $1,099,367= $1,978,243 FY 2021-22: Title V, Previously Appr. $870,945 + Title V, Amd. #1 $7,931 = $878,876 FY 2020-21: $870,945 FY 2019-20: $833,788 FY 2018-19: $731,022 FY 2017-18: $748,435
Does this grant require CEQA findings?	Yes ☐ No ☒
What Type of Grant is this?	Competitive ☐ Other Type ☒ Explain: Title V funds are allocated to the California Department of Aging (CDA) as a Formula Grant. Through a formula allocation, CDA allocates Title V funds to the County.
County Match?	Yes ☒ $103,336 No ☐
How will the County Match be Fulfilled? (Please include the specific budget)	OC Community Resources/OC Community Services/Office on Aging will utilize their General Fund Allocation. No additional General Fund dollars are being requested.
Will the grant/program create new part or full-time positions?	No.
Purpose of Grant Funds:	Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.
The Senior Community Services Employment Program (SCSEP) provides part-time work-based training opportunities at local community service agencies for persons age 55 and over, who have poor employment prospects and are unemployed. The program assists these individuals in finding employment opportunities in the community through a variety of supportive services such as personal and job-related counseling, job training and job referrals. Funds will facilitate continued SCSEP services for approximately 47 seniors who have poor employment prospects and are unemployed. Additionally, funding includes Older	

CEO-Legislative Affairs Office
Grant Authorization eForm

Adults' Recovery and Resilience (OARR) allocation in the amount of $1,099,367 for program, infrastructure growth and enhancement, and additional participating enrollment that includes wages and benefits. The reason this request to receive additional grant funds is being submitted with different funding allocations for different fiscal years, is due to California Department of Aging's new methodology of using one contract to distribute various appropriations for a given program.	
Board Resolution Required? (Please attach document to eForm)	Yes ☒ No ☐
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	John Cleveland

Recommended Action/Special Instructions
(Please specify below)

1. Adopt the resolution as approved by County Counsel to receive $1,986,174, in funds from the California Department of Aging including $886,807 in Title V Senior Community Service Employment Program funds, and $1,099,367 in Older Adults' Recovery and Resilience for the Senior Community Service Employment Program funds.
2. Approve the State Standard Agreement TV-2122-22, Amendment 1 with the California Department of Aging for the revised term of July 1, 2021 through June 30, 2023 to receive and expend an additional $1,986,174 of Older Adults' Recovery and Resilience and Title V Senior Community Services Employment Program funding under the Senior Community Services Employment Program.
3. Authorize the OC Community Resources Director or designee to execute the State Standard Agreement TV-2122-22 Amendment 1.
4. Authorize Director of Orange County Community Resources or designee to execute all documents required to accept any additional funding under Title V Senior Community Services Employment Program and Older Adults' Recovery and Resilience.

Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com	
Name of the individual attending the Board Meeting:	List the name of the individual who will be attending the Board Meeting for this Grant Item:
Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com	

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
May 10, 2022

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement TV-2122-22 Amendment 1 in the amount of $1,986,174 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement TV-2122-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve State Standard Agreement TV-2122-22 Amendment 1, with the California Department of Aging in the total amount of $1,986,174 including $886,807 in funding from Senior Community Services Employment Program (SCSEP) and $1,099,367 in Older Adult Recovery Resilience (OARR) funding for the term July 1, 2021 through June 30, 2023.
2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement TV-2122-22 Amendment 1.
3. Authorize the OC Community Resources Director or designee to execute all documents required to accept any additional grant award funding for Title V, Senior Community Services Employment Program and Older Adults' Recovery and Resilience.

Approved By: _____

Chairman of the Board of Supervisors
County of Orange, California

Revision to ASR and/or Attachments

Date: **May 6, 2022**

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: **Supervisor Katrina Foley, Second District** NA for KF

Re: ASR Control #: NA, Meeting Date 5-10-22 , Item No. # 54

Subject: Revision to Agenda Item 54

Explanation:

Supervisor Foley would like to update the following:

☒ Revised Recommended Action(s)

Remove the recommended action:

~~Please place a discussion item to the April 26, 2022 meeting of the Board of Supervisors requesting that the CEO's office work with the Orange County Transportation Authority and City of Santa Ana to develop a grant program or other options for direct financial assistance for businesses that have been negatively impacted as a result of the construction of the Orange County Street Car.~~

Add the following recommended actions:

1. Approve use of up to $1.2 million from Second District's allocation of American Rescue Plan Act (ARPA) funding to support Santa Ana small businesses impacted by the ongoing streetcar construction and COVID-19 pandemic. Authorize the OC Community Resources Director or designee to establish a small business recovery grant program.

2. Find under Government Code section 26227 that this action would effectuate the County's broad public purpose of acting in furtherance of the general welfare of the County's citizens by preventing blight and providing economic support to commercial areas that are temporarily suffering from revenue loss and decreased customer traffic due to the construction of a public transportation project.

RECEIVED
2022 MAY -3 PM 1:05
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Vice Chairman Donald P. Wagner, Third District

Date: May 3, 2022

RE: Supplemental Item for May 10, 2022 Board of Supervisors Meeting S54A

I would like to include in the agenda for the May 10, 2022 Board of Supervisors meeting an item to add Anaheim Hills Rotary events and Tustin Police Foundation events to the County Events Calendar with the following recommended actions:

1. Approve the addition of Anaheim Hills Rotary events and Tustin Police Foundation events to the County Events Calendar.
2. Find under Government Code section 26227 that Anaheim Hills Rotary events and Tustin Police Foundation events will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

County Executive Office

Memorandum

RECEIVED
2022 MAY -3 PM 4:52
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

May 3, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.03 09:49:07 -07'00'

Subject: Exception to Rule 21

S54B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 10, 2022, Board Hearing.

Agency: County Counsel
Subject: Orange County Housing Finance Trust
Districts: All Districts

Reason Item is Supplemental: This item is a supplemental item to allow the Board to consider whether County Counsel may continue to represent the County and the Orange County Housing Finance Trust.

Justification: This item should be heard on May 10, 2022, because the Orange County Housing Finance Trust Board of Directors recently approved County Counsel's use of an ethical wall to continue representing it and the County in housing finance matters. The Board of Supervisors' consideration of this item at its May 10, 2022, hearing will ensure it hears the matter as soon as possible after the Housing Finance Trust board's action. Moreover, it will provide County Counsel direction that can ensure continuity of services for the County and the Housing Finance Trust.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item
Clerk's Use Only S54B

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAY -3 PM 4:52
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	05/10/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	County Counsel
DEPARTMENT HEAD REVIEW:	Leon J. Page (Digitally signed by Leon J. Page)
	Department Head Signature
DEPARTMENT CONTACT PERSON(S):	Leon J. Page (714) 834-3300
	James C. Harman (714) 834-5257

SUBJECT: Orange County Housing Finance Trust

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.03 09:48:42 -07'00'	No Legal Objection	Discussion
	Action	3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: N/A **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years** N/A

Prior Board Action: 6/23/2020 #15, 3/12/2019 #S22C

RECOMMENDED ACTION(S)

Approve County Counsel's use of an ethical wall in representing the County and the Orange County Housing Finance Trust and authorize the Chairman to sign County Counsel's informed consent letter.

SUMMARY:

Approving County Counsel's use of an ethical wall in representing the County and the Orange County Housing Finance Trust and authorizing the Chairman to sign County Counsel's informed consent letter will promote efficiencies in government operations and ensure continuity of representation for the County and the Orange County Housing Finance Trust.

BACKGROUND INFORMATION:

In 2018, the Board of Supervisors approved a Housing Funding Strategy for the development of 2,700 new supportive housing units within six years to address homelessness and affordable housing challenges. To further advance this strategy, the Board co-sponsored Assembly Bill 448 (AB 448) (Chapter 336, Statutes of 2018) which added California Government Code section 6539.5 authorizing the County of Orange, and any of the cities within Orange County, to create a joint powers authority, to be known as the Orange County Housing Finance Trust ("Trust").

Per AB 448, the Trust "would not only be responsible for responding to the homelessness crisis with the development of capital projects and the acquisition of necessary funds for those projects, but also for helping the county respond to the low-income and affordable housing crisis that the region is experiencing in tandem with the homelessness crisis." In 2019, the Board of Supervisors approved a joint powers agreement with cities to create the Trust as a separate public entity that would receive and provide funding for the planning and construction of housing for the homeless and low-income populations as defined by law. On June 23, 2020, the Board approved a Memorandum of Understanding with the Trust (Attachment A) for the provision of various administrative services from, among others, the Auditor-Controller, OC Community Resources, and County Counsel in the same manner as provided to County departments. Accordingly, County Counsel has been providing legal services to the Trust under the Board-approved MOU.

The Trust has recently commenced awarding loan funds to various affordable housing projects for which the County has also awarded funds. Accordingly, a potential conflict in representation has arisen between the Trust and the County as these two entities negotiate the various documents needed to fund the loans on the affordable housing projects they support. Specifically, the potential conflict involves negotiations between the parties as it concerns subordination agreements. Subordination agreements address the rights and abilities of parties to recover their loaned funds should a project experience a foreclosure action, identifying which party's loan enjoys a higher priority in repayment. The negotiation of these agreements between the Trust and the County presents a potential conflict in representation where the same County Counsel attorney provides legal services to both parties. Moreover, representation of the Trust on matters where the funding has come from the County pursuant to an agreement presents a potential conflict of representation because the County department administering the funding is advised by the same attorney providing legal services to Trust.

In keeping with the Board-approved MOU on the provision of administrative services to the Trust, County Counsel believes the potential conflict in representation can be addressed through the use of an ethical wall. To that end, County Counsel has established an ethical wall around the attorneys assigned to represent the County, on the one side, and the Trust, on the other. Among other protections under the County Counsel's ethical wall policy, these attorneys report to separate executive managers and will not have access to each other's files on Trust matters.

County Counsel prepared an informed consent letter, included here as Attachment B, notifying the Board of Supervisors and the Trust Board of Directors of the issue and seeking approval of County's Counsel's use of an ethical wall on Trust matters. On April 27, 2022, the Trust Board of Directors unanimously authorized its Chairman to sign the informed consent letter authorizing County Counsel's continued representation of the Trust under its ethical wall process.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Memorandum of Understanding Between the County and the Trust
Attachment B – April 18, 2022, Informed Consent Letter

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ORANGE AND
THE
ORANGE COUNTY HOUSING FINANCE TRUST
FOR THE PROVISION OF SERVICES

This Memorandum of Understanding (MOU) is entered into on _____ between the County of Orange ("County"), a political subdivision of the State of California, and the Orange County Housing Finance Trust (the "Trust"), a California public agency formed pursuant to California Government Code section 6500 *et. seq.*

RECITALS

WHEREAS, the Trust requests that the County, through certain County departments, provide the Trust certain services as specified in this MOU; and

WHEREAS, County is willing and able to provide said services to the Trust and the Trust agrees to pay County for said services; and

WHEREAS, the services which the County will provide to the Trust will be at a rate that shall not exceed the costs of providing same or similar services to County departments; and

WHEREAS, the County and the Trust desire to set forth certain policies, procedures, and provisions of such County services.

NOW, THEREFORE, County and the Trust agree as follows:

I. PURPOSE

This MOU, including Attachments A through F, outlines the understanding between County and the Trust related to the provision of certain services ("Services") by County to the Trust.

II. TERM

This MOU for Services (as described in Section III.) provided by County to the Trust ("Parties" collectively) will commence on July 1, 2020. The MOU shall remain in full effect until termination as provided herein.

III. SERVICES PROVIDED BY COUNTY

The Trust requests County to perform the following Services in the same manner as for County departments except as the Trust otherwise approves:

A. Auditor-Controller ..... Attachment A

B. Treasurer.....Attachment B
C. County Counsel .....Attachment C
D. Clerk of the Board ..... Attachment D
E. OC Sherriff .....Attachment E
F. OC Community Resources.....Attachment F

County shall provide the Services at the levels specified and defined in Attachments A through F County shall allocate the resources and perform the duties, and fulfill the responsibilities set forth in Attachments A through F The provision of Services under this MOU shall be under the administrative supervision and direction of the Trust Executive Director on behalf of the Trust and the County Executive Officer on behalf of County.

IV. RECORDS

All records generated by or as a result of this MOU shall become and remain the property of County; provided that the Trust shall be entitled to obtain copies of such records at the same rates as those charged to County departments and special districts.

V. COMPENSATION FOR SERVICES

Where applicable, the County will provide the Trust the estimated annual cost of providing the Services described in Attachments A through F In an amount not to exceed $165,550 annually.

The County will provide this information to the Trust on or before March 31 of each year for the next fiscal year. The rates charged to the Trust for such Services provided shall be the same rates as those charged to County departments and special districts for the same or similar Services, and shall be subject to adjustment annually at the sole and exclusive discretion of the County. The Trust agrees to compensate County at such rates in consideration for the Services provided by the County. Failure to provide the estimated annual cost to the Trust shall not constitute a waiver by the County to increase its rates in the following fiscal year; provided that, and despite anything to the contrary, (1) no such increase shall be effective until and unless the Trust receives written notice of such increase at least one hundred twenty (120) days before the effective date of the increase, and (2), within thirty (30) days after receipt of such notice of increase in rates, the Trust may terminate this MOU upon ninety (90) days written notice to County . The termination provision in this section applies only to rate increases subsequent to the start of the Trust fiscal year.

VI. PAYMENT

The County will bill OCHFT for services provided by the County by issuing an invoice. Once the invoice is approved by OCHFT within 5 business days after the 15th day following the month of Services rendered to record payment; the County will collect payment via Journal Voucher. County failure to follow the deadlines specified above shall not constitute a waiver of the County's right to issue an invoice and receive payment from the Trust for Services rendered under this MOU. All journal vouchers for Services provided as part of this MOU shall be posted to the Trust Fund Number 163.

The Parties agree to act in good faith and to use their best efforts to resolve all questions

regarding invoices within thirty (30) days following either Party's notification to the other Party that there is dispute regarding an invoice and identifying the invoice and the basis of the dispute. Disputes shall be resolved using the dispute resolution process set forth in this MOU.

Enhanced routine backup documentation beyond that customarily submitted to County departments and special districts will be provided by mutual consent of the County and Trust, at a reasonable cost to Trust. However, nothing in the above shall limit the Trust's right to request and receive from the County, additional supporting information from a Service department for billings which contain significant, unexplained anomalies that are inconsistent with the annual usage and expected cost plan for that given Service. Any such additional information required shall be provided at a reasonable cost to Trust. Trust and County shall agree upon appropriate audit procedures and testing should any Service become the subject of an audit.

The Trust will receive an invoice for any Service not included in this MOU at the same rate that County departments or special districts are billed for the same Service.

VII. CHANGES, EXTRA WORK, AMENDMENTS

Neither Party shall make changes to this MOU without the other Party's written consent. Such changes shall be incorporated into an amendment to be signed by both Parties before becoming effective. Such an amendment may be authorized by the County Executive Officer or designee and the Trust if the changes are merely ministerial, but will be subject to approval by the County Board of Supervisors and the Trust Board of Directors if material changes are involved.

VIII. TERMINATION

Except as provided herein or as may otherwise be provided by law, either Party may terminate this MOU or the provision of all or any of the Services under it by giving notice to the other Party in the manner specified in this Section. Written notice shall be given at least ninety (90) days prior to the end of the fiscal year and shall become effective only upon the first day of the succeeding fiscal year. After receipt of a Notice of Termination, and except as otherwise agreed:

A. The County shall no longer be obligated to perform the Services required of it under this MOU on the date specified and to the extent specified in the Notice of Termination even if Trust should thereafter request that said Services be performed under this MOU.

B. Upon termination, Trust agrees to pay County in accordance with this MOU for all Services performed to the date of termination, as well as Services rendered during any transition to a new Service provider.

C. It is understood and agreed that change in membership of the Trust's Board of Directors or a member of the County's Board of Supervisors during the term of this MOU shall not affect the enforceability or cause the termination of this MOU.

The above termination provision does not apply to those Services in which the County is otherwise required to provide under Business and Professions Code Section 6361.

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTING

Neither Party may delegate performance of its obligations hereunder, either in whole or in part, without the prior written consent of the other Party provided; however, that obligations undertaken by County pursuant to this MOU may be carried out by means of subcontracts which meet the requirements of this MOU as they relate to the Service or activity under subcontract subject to the written consent of the Trust which shall not be unreasonably withheld or delayed. No subcontract shall terminate or alter the responsibilities of either Party pursuant to this MOU. Trust may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

X. INDEMNIFICATION

A. Pursuant to Government Code section 895.4, the Parties hereby waive the pro rata (per capita) risk allocation provided by Government Code section 895.6.

B. Each Party (referred to herein in such capacity as lndemnitor) shall defend, indemnify, and hold the other Party, and its officers, board members, employees, representatives, and agents (as indemnitees) harmless, to the maximum extent permitted by law, from all claims, damages, expenses, or liabilities, including attorney fees and costs, that arise out of the performance by lndemnitor of its duties or obligations under this MOU, or the performance of lndemnitor's officers, board members, employees, representatives, or agents under this MOU, or out of the negligence or willful misconduct of lndemnitor, or of lndemnitor's officers, board members, employees, representatives, or agents, under this MOU.

XI. INDEPENDENT CONTRACTOR

County shall perform this MOU as an independent contractor, exercising due care and shall provide the Services with such skill as is customarily employed by providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Trust employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Trust employees, if any. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this MOU shall be performed. Trust shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

XII. NOTICES

Where required to be given under this MOU, notice shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, certified, addressed as follows:

County's address: County of Orange
County Executive Office/Budget 333
West Santa Ana Boulevard Santa Ana,
CA 92701

Trust's address: Orange County Housing Finance Trust
Housing Trust Manager
P.O. Box 1452
Chino Hills, CA 91709

XIII. ENTIRE AGREEMENT

This MOU contains the entire and complete understanding of the Parties with respect to the provision of services as specified and defined in Attachments A through F of this MOU.

XIV. COMPLIANCE WITH LAW

Notwithstanding anything to the contrary contained in this MOU, the Parties agree that no provision of this MOU shall require any Party to violate any applicable statute, rule of law or regulation.

XV. DISPUTE RESOLUTION

Whenever County and Trust disagree as to any matter governed by this MOU, the dispute resolution process set forth discussed in this Section shall govern. Until the dispute is resolved, County shall continue to provide the Services and Trust shall continue to make payment for the non-disputed portion of each invoice.

If after thirty (30) days, Trust and County cannot resolve any dispute, either Party may give the other Party a written request for a meeting between the Trust Manager and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) business days of the receipt of such request.

If after the meeting between the Trust Manager and the County Executive Officer the dispute between the Parties is not resolved, the dispute shall be submitted to non-binding mediation in the City of Santa Ana, California, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall equally share the cost of mediation. If a dispute between the Parties regarding the interpretation or performance of this MOU is not resolved by non-binding mediation, either Party may bring legal action to interpret or enforce this MOU.

XVI. CONFIDENTIAL INFORMATION

Each Party may disclose the other Party's Confidential Information on a "need to know" basis to its own employees that are working on a project, or its own employees who are involved in the Services under this MOU. Additionally, each Party may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons, subpoena, or request for public records; or (iii) enforce its rights under this MOU, provided that Party shall give advance written notification to the other Party that such disclosure is being made.

XVII. NEGOTIATED INSTRUMENT

This MOU was negotiated at arms-length between the Trust and County, and neither Party

"prepared" this MOU for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

XVIII. APPROPRIATION/CONTINGENCY OF FUNDS

All obligations of the County herein are subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this MOU.

XIX. RESERVATION OF RIGHTS

Each party reserves all rights and remedies arising under other contracts, if any, and/or under the law, including, without limitation, obligations imposed by statute, and/or obligations arising by reason of the application of principles of equitable and/or promissory estoppel. Nothing in this MOU releases or relieves either party from any obligation otherwise imposed by contract and/or law.

XX. AUTHORIZED SIGNATURES

Both Parties to this agreement represent that the signatories executing this document are fully authorized to enter into this MOU.

-**Signatures Follow on Next Page --**

.

County of Orange

_____
Frank Kim
County Executive Officer

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:
By John Cleveland
74000D32EE65457...
Deputy

Dated 5/27/2020

Orange County
Housing Finance Trust

DocuSigned by:

Adam Eliason

5F80704B0E5D4E5...

Adam B. Eliason
Manager

5/27/2020

APPROVED AS TO FORM
TRUST COUNSEL

By _____

Dated 4/27/2020

AUDITOR-CONTROLLER

I. SCOPE OF SERVICES

The services described below to be provided to the Trust by the County of Orange Auditor-Controller are intended to be the same type of services as provided to County departments and agencies as of July 1, 2020. Additional services are not included and will be charged to TRUST in accordance with Subparagraph IV.

A. Claims and Disbursing Services

The County of Orange Auditor-Controller shall serve as the Auditor-Controller for TRUST with respect to auditing and payment of claims. Any late fees or interest resulting from untimely transmittal documentation from the TRUST will be the responsibility of the TRUST. Normal vendor claims and trust payments will be paid for TRUST by the OCCR Accounting Section of the Auditor-Controller in accordance with their normal procedures for auditing and allowing claims for OCCR. TRUST shall use the CAPS+ Finance and Purchasing System to process and authorize purchase order contracts in a manner consistent with the County's decentralized purchasing program. For other contracts, TRUST shall generally comply with the County's Contract Policy Manual. Where Board of Directors approval is required for contracts, TRUST shall submit such contracts for Board approval, since the Board of Directors is the governing body of TRUST. Items that would normally require County department head approval will be approved by the Executive Director of TRUST. TRUST shall continue to process employee reimbursement claims in a manner consistent with the County's existing procedures.

B. Check Writing Services

The Check Writing Unit will process payments and release/mail checks for payment of accounts payable and trust payments for TRUST, including follow-up and processing of checks returned due to bad addresses or other reasons.

C. General Accounting Services

The General Accounting Section will include services provided by the OCCR Accounting Unit, including maintenance of accounting records for TRUST's expenditures, encumbrances, revenues, and balance sheet accounts through the accounting system, approve and/or input of transactions affecting TRUST's financial records to the accounting system, and provision of standard reports and on-line reports as normally provided to other County departments and agencies through the CAPS+ Finance and Purchasing System. The Trust shall timely

issue 1099 Forms and report 1099 information to the IRS and Franchise Tax Board for reportable payments. Any additional reports or system modifications required by TRUST will be charged at incremental cost, including system and labor costs in accordance with Subparagraph VI.

D. **Cost, Revenue, and Budget Services**

The Cost, Revenue, and Budget Unit of the Auditor-Controller will include TRUST's annual budget in the County's Adopted Budget and ensure that TRUST's budget is balanced, in the same manner as services provided to County departments and agencies.

E. **Financial Reporting**

The Financial Reporting and Mandated Costs Unit of the Auditor-Controller prepares the County's Comprehensive Annual Financial Report (CAFR) and Single Audit Report. Since TRUST is a private purpose trust fund within the County's fund structure, it will be included in the County's CAFR and Single Audit Reports in accordance with standards issued by the Governmental Accounting Standards Board, and will be charged a share of the cost of preparing and auditing those reports, which includes the cost of Financial Reporting staff and the cost of the contracted outside audit firm.

F. **Information Technology**

The Information Technology Section maintains CAPS+ in support of services identified in the preceding Subparagraphs A. through E This includes all of the CAPS+ Finance and Purchasing System and the Performance Budgeting System (PB), but excludes the CAPS+ HR and Payroll System since TRUST employees are not County employees and are not utilizing County payroll and personnel systems.

II. COST OF SERVICES

The estimated annual cost of each service to be provided to TRUST by the County Auditor-Controller is not to exceed $13,193 and is as detailed in Subparagraph II as follows:

Service Description	Estimated Annual Cost
OCCR Accounting Services	$5,000.00
Indirect (13.86% of $5,000)	693.00
Auditor Controller Bond	$7,500.00
TOTAL	$13,193.00

These amounts are estimates only. All costs billed will be based on actual costs incurred by OCCR Accounting.

Indirect costs shall include the allocated administrative charges and the proportionate share of the Countywide Cost Allocation Plan (CWCAP), approved by the State, for the prior fiscal year. For example, the FY 2020-21 billing will be based on the FY

2019-20 CWCAP using FY 2017-18 costs.

In the event the MOU is terminated, the COUNTY will compute a final adjustment within one year from which services are last received from the County. The adjustment is needed to reflect the actual costs of services provided since the CWCAP costs are two (2) years in arrears. This adjustment will be invoiced or refunded to TRUST as applicable. If an audit or review identifies that a transaction would result in an adjustment to TRUST, then the adjustment should be provided to TRUST regardless of the number of days after which the services were received from the County.

Although the annual costs provided are estimates, in the event the actuals costs projected or incurred exceed the estimates, the Trust shall be notified.

On or before February 15 of the current fiscal year, written notice of the estimated annual cost shall be given to TRUST for the following fiscal year.

III. PAYMENT PROCESS

Payment for Auditor-Controller services shall be made via journal voucher charging the same rate that county departments or special districts are charged for the same service for the total amount specified in Subparagraph II.

IV. ADDITIONAL ACCOUNTING ASSISTANCE

A. If TRUST requests additional professional accounting assistance from the Auditor-Controller over and above the standard accounting systems and procedures training and accounting systems orientation support provided to County departments and agencies, TRUST shall pay for the total additional time at an hourly rate calculated based on the current year's rates published in the CEO Budget Policy and Instruction Manual. For example, the rate of $108.16 per hour for FY 2020-21 billing will be based on the FY 2020-21 CEO Budget Policy and Instruction Manual. The billing will be performed at the completion of such additional services.

B. If TRUST requests additional accounting or budgetary reports from the Auditor-Controller in addition to the standard reports provided to all County departments and agencies, the costs of such additional reports will be charged to TRUST at the actual cost of designing, programming, preparing, producing, and distributing such additional reports, including all related systems costs.

TREASURER-TAX COLLECTOR

I. SCOPE OF SERVICES

The Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.

I. Banking Services:

A. Bank relationship management
B. Cash management services

II. Investment Services including investment of all monies on deposit with the Treasurer in accordance with the current Orange County Treasurer Investment Policy Statement

III. Fund accounting and bank reconciliation Services

The Services to the Trust will continue to automatically renew on its anniversary date until the parties agree to any modification or changes to this MOU or until termination as provided in the MOU.

II. COST OF SERVICES

Cost of Services is not to exceed $7,800 and is determined by two methodologies:

A. Pass-through of actual costs charged by processors for credit card fees, debit card fees, and actual costs charged by armored car service providers in an amount not to exceed $300 annually.

B. Actual administrative costs associated with investing, depositing or handling of funds and distributing interest or income authorized by California Government Code Section 27013, will be charged via a basis point calculation on the average monthly cash balance of Trust funds on deposit with the Treasurer. Cost of Treasurer Bond in an amount not to exceed $7,500 annually.

III. PAYMENT PROCESS

A. Actual costs for Services identified in Section II, Paragraph 1 of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed on a monthly basis and will include appropriate back up documentation.

B. Costs as identified in Section II, Paragraph 2 of this Attachment B will be charged to the Trust using an invoice. These invoices will be processed as part of the interest earnings apportionment process on a monthly basis using the current basis point estimate. A fiscal year-end accounting of the actual cost for these Services is expected to be completed within six (6) months of the County's year-end. At that time, charges will be adjusted, positively or negatively, to reflect the actual cost of Services.

COUNTY COUNSEL

I. SCOPE OF SERVICES

The Legal Services described below are intended to be the same type of Legal Services as provided to the Trust prior to this agreement. If the Trust requests additional Legal Services, costs for those Services will be charged to the Trust in accordance with the MOU.

A. ATTORNEYS shall provide the Trust with the necessary representation by staff qualified to perform the legal tasks.
B. ATTORNEYS shall provide all legal services requested by The Trust within the Scope of Services described below.

1. Advise Trust staff as to procedures, legality of documents, policy concerns, and legal implications concerning the Trust activities.
2. Prepare resolutions, notices, pleadings, and other legal documents necessary for the Trust activities.
3. Provide representation in hearings, arbitration, mediation, and any related litigation, as necessary, arising out of the Trust activities.
4. Attend all Trust meetings and advise the Trust Directors to procedures, legality of documents, policy concerns, and legal implications concerning the Trust actions.
5. Coordinate and contract with outside counsel for specialized matters.

II. COST OF SERVICES

County Counsel billing rate for Services is $208.10 per hour in an amount not to exceed $42,969 annually. Trust staff shall inform County Counsel when it has reached 75% of the not to exceed amount.

The Trust will be billed the administration fee associated with this Attachment C at the same rate as County Departments or other special districts.

III. PAYMENT PROCESS

Reimbursement to County Counsel for Legal Services is handled through the biweekly payroll process, and via the invoice method, as needed. For example, missed deductions during the biweekly process for an employee on a leave of absence would be reimbursed to the County via the invoice method.

CLERK OF THE BOARD OF DIRECTORS

I. SCOPE OF SERVICES

The Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.

A. Administrative Preparation of Regular and Special Meeting Agendas

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk will perform the administrative preparation of agendas pursuant to the Ralph M. Brown Act, Government Code Section 54950 et seq.

1. Collaborate with the Housing Trust Manager for the filing of agenda items with the Clerk of the Board.
2. Prepare and update agendas in compliance with the Ralph M. Brown Act for regular and special meetings of the Trust.
3. Distribute agenda packets to the Board of Directors electronically and make available for review to the general public. Copies of all documents submitted to the Trust will be on file with the Clerk of the Board's office and will be posted on the Trust's website.
4. Prepare list of directives from Trust members (if applicable).
5. Process legal publication requirements for the Trust prior to a meeting, as required.

B. Administrative Preparation and Clerking of Meetings

The Clerk of the Board or designee as the primary clerk and a deputy clerk assigned as the back-up clerk shall attend each meeting of the Trust and maintain a record of all proceedings as required by law.

1. Prepare and set up meeting room.
2. Attend and clerk each meeting, capturing votes/action taken during meetings.
3. Facility where meetings are held must provide audio and/or video services.
4. Meetings should take place during regular business hours. Travel to and from meetings located at a site other than the Hall of Administration will be subject to mileage reimbursement for travel to and from meetings and parking fees (if applicable).

C. Administrative Preparation of Regular and Special Meeting Summary Action Minutes

The Clerk shall prepare and distribute Summary Action Minutes of meetings.

The minutes shall consist of the brief statement of each item posted on the agenda and supplemental agenda items plus all motions, resolutions, and ordinance numbers related to the item, all votes recorded and the final action taken by the Orange County Housing Finance Trust.

1. Prepare the Summary Action Minutes after each meeting and schedule for Trust approval at their next scheduled meeting.
2. Distribute the approved Summary Action Minutes to the Trust members and make available for review to the general public.
3. Process legal publication requirements for the Trust after a meeting, as required.

D. Other Administrative Matters

1. Maintain the official records for the Orange County Housing Finance Trust.
2. Assist the public and the Trust departments/agencies with research of records and respond to public records act requests.
3. Provide Oath of Office to Board of Directors of the Trust.
4. Handle noticing and posting requirements for the Trust as required.
5. Order supplies for meetings of the Trust.
6. Perform the services as the filing official for the Trust.
7. Ensure submission of Form 700 filing for both County employed Trust Board Directors and Non-County employed Trust Board Directors

II. Cost of Services

The Trust will be billed the administration fee associated with this Attachment D at the same rate as County Departments or other special districts. The estimated annual cost of each service to be provided to TRUST by the Clerk of the Board of Supervisors as detailed in Subparagraph I. is not to exceed $7,200 annually.

III. Payment Process

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

ORANGE COUNTY SHERIFF DEPARTMENT

I. SCOPE OF SERVICES

The Communications Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.

A. Live Meeting Audio Services

1. Set up for meeting room before each Trust meeting to ensure speakers and sound volume are working properly.
2. Monitor audio during the Trust Board Meeting
3. Provide recorded audio file for inclusion on Trust website.

B. Virtual Meeting Broadcast

1. Before each Trust meeting work with staff to ensure speakers, sound volume and conference software are working and interfacing properly for recording system.
2. Monitor audio during the Trust Board Meeting
3. Provide recorded audio file for inclusion on Trust website.

II. Cost of Services

The Trust will be billed the administration fee associated with this Attachment E at the same rate as County Departments or other special districts. The Orange County Sheriff Department shall bill the Trust monthly in arrears for services provided in the previous month.. The billing rate is $88.00 per hour, for an amount not to exceed $1,803 annually.

Any meeting beyond regular business hours require deputy clerks covered under the Orange County Employees Association - Office Services Unit to be compensated at one and one-half (1 ½) times the regular hourly rate. In addition, two staff members are required to attend after hours meetings.

III. Payment Process

Billings for actual cost will be made via the invoice billing method and will use fund codes designated for the Trust.

OC COMMUNITY RESOURCES

I. SCOPE OF SERVICES

The Services described below are intended to be the same type of Services as provided to the Trust prior to this agreement. If the Trust requests additional Services, costs for those Services will be charged to the Trust in accordance with the MOU.

Contractor shall provide consulting services to support the newly formed OCHFT on an as-needed basis. The actual scope of work will be based upon mutual agreement between the County and Contractor. Contractor services may include the following:

A. Facilitate and manage OCHFT Team Meetings to discuss and determine action items needed prior to presentation to the OCHTF Board or Advisory Board. The OCHFT Team shall include the following:

1. County Representative(s).
2. Assigned person from the Clerk of the Board to assist with agendas, minutes, and administrative duties.
3. Assigned person from the Treasurer/Tax Collector to assist with the budget and audit issues.
4. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
5. Assigned person from County Counsel to opine on legal matters related to the organization and others as deemed necessary.
6. Assigned person from Auditor Controller
7. Other invitees as deemed necessary by the Team.

B. OCCR staff shall provide coordination services to support the OCHFT on an as-needed basis. The actual scope of work will be based upon mutual agreement between the Trust and OCCR. Staff services may include the following:

1. Coordinate with Trust staff on Trust Items for Regular, Special, Ad Hoc and Advisory meetings
2. Coordinate for Trust Board actions going to County Board of Supervisors when required
3. Oversight of MOU for all county departments including Invoice Tracking for Projects and for County Scope of Services MOU:
   i. Auditor Controller
   ii. Treasurer - Investment Services
   iii. County Counsel
   iv. Clerk of the Board - coordinate scheduling of Regular and Special Trust Board Meetings

v. OC Sherriff - Coordinate with Audio team before, during and after Trust Board meetings
vi. Health Care Agency - Coordinate with Health Care Agency on Supportive Services - including review of NOFA application to ensure MHSA compliance)

II. COST OF SERVICES

OCCR shall bill the Trust for Services rendered up to a. not to exceed amount of $92,585 annually. The Trust will be billed the administration fee associated with this Attachment F at the same rate as County Departments or other special districts.

OC Community Resources (OCCR) shall bill the Trust monthly in arrears for services provided in the previous month at the rates approved by the County of Orange Board of Supervisors for the applicable fiscal year. All Staff Costs to be fully burdened (Including benefits, indirect costs like Information Technology to support OCCR staff that are applied to all County Staff.) Any additional services requested will be billed in addition to services covered in this MOU.

Any meeting beyond regular business hours require OCCR staff covered under the Orange County Employees Association - Office Services Unit to be compensated at one and one-half (1 ½) times the regular hourly rate.

III. PAYMENT PROCESS

Payment for OCCR services shall be made via the invoice method as specified in the MOU.

O F F I C E O F T H E C O U N T Y C O U N S E L
C O U N T Y O F O R A N G E

333 W. SANTA ANA BLVD., SUITE 407
SANTA ANA, CA 92701
MAILING ADDRESS: P.O. BOX 1379
SANTA ANA, CA 92702-1379
(714) 834-3300
FAX: (714) 834-2359

Leon J. Page
County Counsel
(714) 834-3303

E-Mail:
Leon.page@coco.ocgov.com

April 18, 2022

Members of the Board of Supervisors
County of Orange
333 West Santa Ana Boulevard
Santa Ana, California 92701

Members of the Board of Directors
Orange County Housing Finance Trust
1 League #62335
Irvine, California 92602

Re: Notification of Potential Conflict in Representation in Orange County Housing Finance Trust Affordable Housing Financing Transactions

Dear Members of the Board of Supervisors and Members of the Board of Directors,

Pursuant to an attorney's ethical duty to advise a client of a potential or actual conflict of interest, I am sending you this letter. The purpose of this letter is to (1) advise you of a potential conflict of interest in my office's representation of you, and (2) provide you an opportunity to waive the conflict, if you wish, so that my office can continue to represent you in this matter. Our office represents the County of Orange, including its governing body the Orange County Board of Supervisors. It also provides legal services to the Orange County Housing Finance Trust (the "Trust") under a services agreement the Trust has with the County.

The Trust has recently commenced awarding loan funds to various affordable housing projects for which the County has also awarded funds. Accordingly, a potential conflict in representation exists between the Trust and the County as they negotiate their various necessary documents to fund the loans on the affordable housing projects they support. Specifically, the potential conflict involves negotiations between the parties as it concerns subordination agreements. Subordination agreements address the rights and abilities of parties to recover their loaned funds should a project experience a foreclosure action. The negotiation of these agreements between the Trust and the County presents a potential conflict in representation where the same attorney provides legal services to both parties. Moreover, representation of the Trust on matters where the funding has come from the County pursuant to agreement presents a potential conflict of representation because the County department administering the funding is advised by the same attorney providing legal services to Trust.

Absent a conflict waiver from both the County and the Trust, my office will need to withdraw from representing the Trust in all affordable housing transactions and the Trust will be required to retain separate legal counsel to represent their interests in affordable housing financing transactions.

As a result of the potential conflict, I have established an "ethical wall" around the attorneys assigned to represent the County, on the one side, and the Trust, on the other. Senior Deputy Jacqueline Guzman (supervised by Supervising Attorney Mark Servino and Chief Assistant James Harman) has been assigned to provide advice on the matter to the County. Supervising Attorney Lauren Kramer and Deputy Ray Diaz (supervised by Senior Assistant Nicole Walsh) have been assigned to represent the Trust. These attorneys will have equivalent levels of legal and administrative support. They are each fully capable and committed to advocating zealously for their assigned offices. Neither set of attorneys will have access to the electronic files and working papers of the other. Paper files will be marked in bold red letters with the names of the attorneys and support staff who are on the assigned team. Each attorney team will be assigned different support staff.

My office's conduct is governed by the California State Bar Rules of Professional Conduct. When such a potential conflict is recognized by an attorney, the California State Bar Rules of Professional Conduct, Rule 1.7[1], requires the attorney to fully inform the client and allow the client to choose whether to waive the conflict or seek new counsel. If both the County and the Trust choose to waive the conflict, a written consent and acknowledgement of the potential conflict will be required.

Conflicts of Interest and Public Law Offices

A subset of conflict-of-interest cases has developed in relation to public law offices such as the Office of County Counsel. These cases recognize that different factors should be applied in determining whether a conflict exists in relation to a simultaneous or successive representation of public entity clients. The different factors applied to public and private law offices derive from public policy, and the need to avoid the waste of taxpayer funds.

> Summarizing some of these considerations, the court . . . explained: 'Unlike their private sector counterparts, public sector lawyers do not have a financial interest in the matters on which they work. As a result, they may have less, if any, incentive to breach client confidences. [Citation.] Public sector lawyers also do not recruit clients or accept fees. As a result, they have no financial incentive to favor one client over another. [Citation.] [il] . . . [V]icarious disqualification in the public sector context imposes different burdens on the affected public entities, lawyers and clients. Most frequently cited is the difficulty public law offices would have in recruiting

[1] Rule 1.7 of the Rules of Professional Conduct states:
(a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
(b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.

> competent lawyers. . . . Disqualification increases costs for public entities just as it does for private sector litigants. When a public entity is involved, these higher costs raise the possibility that litigation decisions will be driven by financial considerations rather than by the public interest. [Citation.]' (*Santa Barbara, supra*, 122 Cal.App.4th at pp. 24-25.) . . . 'In light of these considerations, courts have more readily accepted the use of screening procedures or ethical walls as an alternative to vicarious disqualification in cases involving public law offices.' (*Id*. at p. 25.) As [another] court put it, 'in the public sector, in light of the somewhat lessened potential for conflicts of interest and the high public price paid for disqualifying whole offices of government-funded attorneys, use of internal screening procedures or 'ethical walls' to avoid conflicts within government offices . . . have been permitted. [Citations.]' (*Christian*, supra, 41 Cal.App.4th at p. 998.) *Charlisse C.* (2008) 45 Cal. 4th 145, 163.

With regard to the "ethical wall" solution to potential conflicts of interest, "courts have looked to whether the public law office has adequately protected, and will continue to adequately protect, the client's confidences through timely, appropriate, and effective screening measures and/or structural safeguards." *Charlisse* C. at 162. See also *William Jefferson & Co., Inc. v. Board of Assessment and Appeals No. 3 ex rel. Orange County* (9th Cir. 2012) 695 F.3d 960, 966 ("As long as the county counsel's office maintains an ethical wall that prevents attorneys representing the Assessor from supervising attorneys who advise the Board or sharing case information with them, the county counsel's dual representation does not undermine the [Assessment] Board's impartiality.")

As stated in the beginning of this letter, I am advising you of the conflict of interest that has arisen in this office's concurrent representation of the County and the Trust in affordable housing transactions. I am obligated to advise you of this conflict pursuant to Rules of Professional Conduct, Rule 1.7. You may consent in writing to the dual representation through the use of an ethical wall as described herein.

Very truly yours,

LEON J. PAGE
COUNTY COUNSEL

By Leon J. Page
Digitally signed by Leon J. Page
DN: cn=Leon J. Page, o=County of Orange, ou=County Counsel, email=leon.page@coco.ocgov.com, c=US
Date: 2022.04.18 12:06:36 -07'00'

Leon J. Page

I have read and understand the conflict of interest issues described above and hereby consent to the representation by the County Counsel's office utilizing an ethical wall as described.

COUNTY OF ORANGE

_____ Dated: _____, 2022
Doug Chaffee, Chairman of the Board of Supervisors

ORANGE COUNTY HOUSING TRUST

_____ Dated: _____, 2022
Doug Chaffee, Chairman of the Board of Directors

BOARD OF SUPERVISORS
MEMORANDUM

S54C

To: Robin Stieler, Clerk of the Board

From: Supervisor Katrina Foley, Second District NA for KF

Date: May 4, 2022

Subject: Add Supplemental Item for May 10, 2022 Board of Supervisors Meeting

Please add a supplemental item to the agenda for the May 10, 2022 meeting of the Board of Supervisors.

Recommended actions:

1. Approve the addition of the District 2 Sponsored Pet Food Pantry to the County Events Calendar.
2. Find under Government Code section 26227 that the District 2 Sponsored Pet Food Pantry event will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; that County staff and resources may be used in furtherance of such events; and that County staff may solicit donations of funds and services for such events.

RECEIVED
2022 MAY -4 AM 11:34
CLERK OF THE BOARD
ORANGE COUNTY, CA

County Executive Office

Memorandum

May 3, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.03 14:06:12 -07'00'

S54D

Subject: Exception to Rule 21

RECEIVED
2022 MAY -5 AM 9:19
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 10, 2022, Board Hearing.

Agency: Orange County Community Resources, Office on Aging
Subject: Amendment to Senior Non-Emergency Medical Transportation Contracts
Districts: All Districts

Reason Item is Supplemental: The reason this Agenda Staff Report is being filed as a Supplemental Item is due the sudden increase in gasoline prices, which has caused an acute shortage in funding to administer the Senior Non-Emergency Medical Transportation (SNEMT) in areas of high service demand. The soaring gas prices has also resulted in an increase in ridership, further exacerbating the situation. Additionally, there has been an increase in ridership due to seniors needing the second booster and because of high gas prices they cannot afford to drive themselves. Due to the unforeseeable nature causing this increase in expenditure, the SNEMT provider, Abrazar, would need immediate funding assistance to continue providing transportation in North, Central, and West County. Board of Supervisors approval is needed in order for OC Community Resources/Office on Aging to distribute the available funding for this program.

Justification: SNEMT has provided supporting budgetary expenditure documents justifying the need for increased funding. If the Supplemental Agenda Staff Report is not approved, Orange County older adults residing in the impacted service areas may experience a denial in SNEMT trips and will encounter difficulties in obtaining transportation to medically necessary treatments, like routine doctor's appointments, dialysis, and chemotherapy.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

DocuSign Envelope ID: 4EE32480-8075-48F8-ACBD-7DFC18404E72

Agenda Item S34D
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAY -5 AM 9:19
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	5/10/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	OC Community Resources
DEPARTMENT HEAD REVIEW:	DocuSigned by: Dylan Wright A6B9726B1F32F4B4... *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Dylan Wright (714) 480-2788 Renee Ramirez (714) 480-6483

SUBJECT: Amendment to Senior Non-Emergency Medical Transportation Contracts

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.03 14:26:53 -07'00'	Approved as to Form	Discussion
CEO Signature	DocuSigned by: John Cleveland *County Counsel Signature*	3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** $313,000 **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** N/A **Sole Source:** No

Current Fiscal Year Revenue: N/A

Funding Source: Other: 100% (Measure M2) **County Audit in last 3 years:** No

Prior Board Action: 1/11/2022 #23, 4/27/2021 #37, 6/26/2018 #64, 5/23/2017 #51

RECOMMENDED ACTION(S)

1. Authorize County Procurement Officer or Deputized designee to execute the Sixteenth Amendment to the Contract with Abrazar, Inc. for Senior Non-Emergency Medical Transportation Services in Service Area 1, North County, to increase the Contract amount by $100,000 for a term effective upon Board approval, through June 30, 2022, for a revised cumulative Contract total of $4,560,549.

2. Authorize County Procurement Officer or Deputized designee to execute the Sixteenth Amendment to the Contract with Abrazar, Inc. for Senior Non-Emergency Medical Transportation Services in Service Area 3, Central/West County, to increase the contract amount by $213,000 for a term effective upon Board approval, through June 30, 2022, for a revised cumulative Contract total of $6,144,056.

DocuSign Envelope ID: 4EE32480-8075-48F8-ACBD-7DFC18404E72

SUMMARY:

Approval of the Amendments to Abrazar's contract will provide for continued operation of the Senior Non-Emergency Medical Transportation Program, which supports older adults' access to transportation services for medically necessary treatments such as doctor's appointments, dental appointment, dialysis, chemotherapy, and other non-emergency medical appointments throughout Orange County.

BACKGROUND INFORMATION:

The Senior Non-Emergency Medical Transportation (SNEMT) Program benefits approximately 8,500 of Orange County's older adults who have no other reasonable means of transportation for non-emergency medical appointments such as dialysis, chemotherapy, dentistry, prescription pick-ups, lab tests and x-rays.

Due to the recent rise in gasoline prices, the SNEMT program has been impacted by an unforeseen increase in expenditures to continue providing non-emergency medical transportation services to seniors residing in North, Central and West Orange County as many participants have shown a greater reliance on the program. The proliferation in demand can be attributed to the convenience provided by the program to seniors who need transportation to non-emergency medical appointments and to the low cost for its participants, even during the surge in gas prices. The addition of these new variables on the already impacted SNEMT program has placed further constraints on service delivery, thereby requiring an incremental increase in funding to alleviate the incurred negative effects.

Additionally, the costs of providing trips has significantly increased due to the implementation of sanitization and safety protocols, including but not limited to, vehicle sanitization between each trip and transporting a reduced number of participants on each trip. The program has also extended its availability to provide rides to seniors for vaccination appointments, including booster shots, which has further added to the increased cost of providing the service.

Currently in Fiscal Year (FY) 2021-22, Abrazar's SNEMT program services has provided approximately 41,500 trips to seniors residing in North, Central and West Orange County. Attachment A illustrates the year-to-date Performance Metrics for Abrazar's SNEMT services.

On May 23, 2017, the Board awarded contracts as the result of a Request for Proposal (RFP) process with Abrazar, Inc. (Abrazar) for Service Area 1 – North County, Age Well Senior Services Inc. (AWSS) for Area 2 – South County and Service Area 3 – Central/West County for SNEMT services for one-year, with an option to renew for three additional one-year terms. Due to the increased workload in response to the COVID-19 pandemic, OCCR staff was not able conduct the RFP in late 2021 and received Board approval to renew the contracts for an additional year. OCCR is in the process of conducting an RFP for new contracts starting on July 1, 2022.

On June 26, 2018, the Board approved the First and Second Amendments to Contracts with Abrazar. for their respective service areas. Amendments thereafter were administratively executed by Orange County Community Services. See Attachment B for a list of previously executed amendments. On April 27, 2021, the Board approved to renew SNEMT contracts for an additional term of July 1, 2021, through June 30, 2022. On January 11, 2022, the Board approved a funding increase for SNEMT providers to mitigate the costs caused by the pandemic. Abrazar was provided a total of $200,000, which was the same amount provided to AWSS who only covers one service area for SNEMT. Since Abrazar is covering two service areas, which are considerably larger than AWSS' service area, they need the additional funding to cover the costs that arose from the increase in gas prices.

Additional funding for FY 2021-22 will provide approximately 14,839 one-way trips to new and current program participants. The increased funding will ensure Abrazar can provide uninterrupted service of the SNEMT program in North, Central and West Orange County. See Attachment C - Funding Allocation Summary for Senior Non-Emergency Medical Transportation Contract with Abrazar.

The contractor's performance has been confirmed as satisfactory. The County has verified there are no concerns that must be addressed with respect to the Contractor's ownership/name, litigation status or conflicts with County interests. See Attachment D for Contract Summary information on the Senior Non-Emergency Medical Transportation Contract with Abrazar. The Orange County Preference Policy is not applicable to this contract award.

FINANCIAL IMPACT:

Appropriations for the Contracts are included in Budget Control 012 FY 2021-22 Budget. The Contracts include a provision stating that the Contracts are subject to and contingent upon, applicable budgetary appropriations approved by the Board during the term of the Contracts. If such appropriations are not approved, these Contracts may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Performance Metrics for Abrazar, Inc. Senior Non-Emergency Medical Transportation Contracts
Attachment B - Previously Executed Amendments for Abrazar, Inc. Senior Non-Emergency Medical Transportation Contracts
Attachment C - Funding Allocation for Abrazar, Inc. Senior Non-Emergency Medical Transportation Contracts
Attachment D - Contract Summary Forms for Abrazar, Inc. Senior Non-Emergency Medical Transportation Contracts
Attachment E - Sixteenth Amendment to Contract No. 17-27-0001-M2 with Abrazar, Inc., Service Area 1 North County
Attachment F - Sixteenth Amendment to Contract 17-27-0008-M2 with Abrazar, Inc., Service Area 3 Central West County
Attachment G - Redline Contract with Abrazar, Inc., Service Area 1 - M2
Attachment H - Redline Contract with Abrazar, Inc., Service Area 3 - M2

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES PROGRAM

Performance Metrics for Abrazar*

Provider	Service Area	One-Way Trips Contracted in FY 2020-2021	One-Way Trips Provided in FY 2020-2021
Abrazar, Inc.	Area 1 North (TSR & M2)	37,109	23,340
Abrazar, Inc.	Area 3 Central/West (TSR & M2)	61,232	35,349
	Total Program	98,341	58,689

Provider	Service Area	One-Way Trips Contracted in FY 2021-2022	One-Way Trips Contracted in FY 2021-2022 as of February, 2022
Abrazar, Inc.	Area 1 North (TSR & M2)	35,427	20,447
Abrazar, Inc.	Area 3 Central/West (TSR & M2)	59,710	34,214
	Total Program	95,137	54,661

* Performance for each provider is based upon aggregate total of one-way trips with combined TSR & M2 funding.

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM PREVIOUSLY EXECUTED AMENDMENTS FOR ABRAZAR

Date	Amendment	Provider/ Service Area	Description	New Contract Total	New Cumulative Contract Total
May 23, 2017	Original Contract	Abrazar, Inc. / Service Area 1	Board approval to execute Contract for a erm of July 1, 2017 to June 30, 2018 in the amount of $888,816	$888,816	$888,816
May 23, 2017	Original Contract	Abrazar, Inc. / Service Area 3	Board approval to execute Contract for a erm of July 1, 2017 to June 30, 2018 in the amount of $1,187,310	$1,187,310	$1,187,310
January 30, 2018	First	Abrazar, Inc. / Service Area 1	Administratively executed to increase Contract amount by $19,433.	$908,249	$908,249
January 30, 2018	First	Abrazar, Inc. / Service Area 3	Administratively executed to increase Contract amount by $25,960.	$1,213,270	1,213,270
June 26, 2018	Second	Abrazar, Inc. / Service Area 1	Board approval to Renew Contract for a two-year term in the amount of $842,064 for the term of July 1, 2018 - June 30, 2019, and in the amount of $865,821 for a term of July 1, 2019 to June 30, 2020.	$1,707,885	$2,616,134
June 26, 2018	Second	Abrazar, Inc. / Service Area 3	Board approval to Renew Contract for a two-year term in the amount of $1,124,858 for the term of July 1, 2018 - June 30, 2019, and in the amount of $1,156,594 for the term of July 1, 2019 - June 30, 2020.	$2,281,452	$3,494,722
September 20, 2018	Third	Abrazar, Inc. / Service Area 1	Administratively executed to increase Contract amount by $22,957 for FY 2018-19.	$865,021	$2,639,091
September 19, 2018	Third	Abrazar, Inc. / Service Area 3	Administratively executed to Decrease Contract amount by $78,270 for FY 2017-18 and increase by $30,666 for FY 2018-19.	$1,135,000	$3,447,118
November 4, 2019	Fourth	Abrazar, Inc. / Service Area 1	Administratively executed to increase Contract amount by $46,491 for FY 2019-20.	$912,312	$2,685,582
November 1, 2019	Fourth	Abrazar, Inc. / Service Area 3	Administratively executed to increase Contract amount by $88,065 for FY 2019-20.	$1,244, 659	$3,535,183
April 7, 2020	Fifth	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase.	N/A	N/A
April 7, 2020	Fifth	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase.	N/A	N/A
May 19, 2020	Sixth	Abrazar, Inc. / Service Area 1	Board approval to Renew Contract for a one-year term in the amount of $908,057 for the term of July 1, 2020 – June 30. 2021	$908,057	$3,593,639
May 19, 2020	Sixth	Abrazar, Inc. / Service Area 3	Board approval to Renew Contract for a one-year term in the amount of $1,213,013 for the term of July 1, 2020 – June 30, 2021	$1,213,013	$4,748,196
August 12,2020	Seventh	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
August 12,2020	Seventh	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
October 14, 2020	Eighth	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
October 14, 2020	Eighth	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
January 26, 2021	Ninth	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
January 26, 2021	Ninth	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
April 27, 2021	Tenth	Abrazar, Inc. / Service Area 1	Board approval to Renew Contract for an additional term in the amount of $791,910 for the term of July 1, 2021 - June 30, 2022.	$791,910	$4,385,549
April 27, 2021	Tenth	Abrazar, Inc. / Service Area 3	Board approval to Renew Contract for an additional term in the amount of $1,057,860 for the term of July 1, 2021 - June 30, 2022.	$1,057,860	$5,806,056
April 8, 2021	Eleventh	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A

April 8, 2021	Eleventh	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
August 24, 2021	Twelfth	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
August 24, 2021	Twelfth	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
October 12, 2021	Thirteenth	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
October 12, 2021	Thirteenth	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
January 11, 2022	Fourteenth	Abrazar, Inc. / Service Area 1	Board approval to increase the contract amount by 75,000 for a new contract amount of $866,910	$75,000	$4,460,549
January 11, 2022	Fourteenth	Abrazar, Inc. / Service Area 3	Board approval to increase the contract amount by 125,000 for a new contract amount of $1,182,860	$125,000	$5,931,056
January 19, 2022	Fifteenth	Abrazar, Inc. / Service Area 1	Administratively executed to increase mileage rates with no cost increase	N/A	N/A
January 19, 2022	Fifteenth	Abrazar, Inc. / Service Area 3	Administratively executed to increase mileage rates with no cost increase	N/A	N/A

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM FUNDING ALLOCATION SUMMARY FOR ABRAZAR

FY 2017-18 FUNDING ALLOCATIONS July 1, 2017 - June 30, 2018		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 888,816
Area 3 - Central/West	Abrazar, Inc. - Original Funding	$ 1,187,310
Area 3 - Central/West	Abrazar, Inc. - Funding Reduction	-$ 78,270
Area 3 - Central/West	Abrazar, Inc. - Updated Total	$ 1,109,040
	TOTAL ALLOCATION	$ 1,997,856

FY 2017-18 CONTINGENCY AMOUNT USED July 1, 2017 - June 30, 2018		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 19,433
Area 3 - Central/West	Abrazar, Inc.	$ 25,960
	TOTAL ALLOCATION	$ 45,393

FY 2017-18 CUMULATIVE CONTRACT AMOUNT		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 908,249
Area 3 - Central/West	Abrazar, Inc. - Updated Total	$ 1,135,000
	TOTAL ALLOCATION	$ 2,043,249

FY 2018-19 FUNDING ALLOCATIONS July 1, 2018 - June 30, 2019		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 842,064
Area 3 - Central/West	Abrazar, Inc.	$ 1,124,858
	TOTAL ALLOCATION	$ 1,966,922

FY 2018-19 CONTINGENCY AMOUNT USED July 1, 2018 - June 30, 2019

Area	Contracted Service Provider	M2 Contract Amount
Area 1- North	Abrazar, Inc.	$ 22,957
Area 3 - Central/West	Abrazar, Inc.	$ 30,666
	TOTAL ALLOCATION	$ 53,623

FY 2018-2019 CUMULATIVE CONTRACT AMOUNT		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 865,021
Area 3 - Central/West	Abrazar, Inc.	$ 1,155,524
	TOTAL ALLOCATION	$ 2,020,545

FY 2019-20 FUNDING ALLOCATIONS July 1, 2019 - June 30, 2020		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 865,821
Area 3 - Central/West	Abrazar, Inc.	$ 1,156,594
	TOTAL ALLOCATION	$ 2,022,415

FY 2019-20 CONTINGENCY AMOUNT USED		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 46,491
Area 3 - Central/West	Abrazar, Inc.	$ 88,065
	TOTAL ALLOCATION	$ 134,556

FY 2019-20 CUMULATIVE CONTRACT AMOUNT		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 912,312
Area 3 - Central/West	Abrazar, Inc.	$ 1,244,659
	TOTAL ALLOCATION	$ 2,156,971

FY 2020-21 FUNDING ALLOCATIONS July 1, 2020 - June 30, 2021		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 908,057
Area 3 - Central/West	Abrazar, Inc.	$ 1,213,013
	TOTAL ALLOCATION	$ 2,121,070

FY 2021-22 FUNDING ALLOCATIONS July 1, 2021 - June 30, 2022		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 966,910
Area 3 - Central/West	Abrazar, Inc.	$ 1,395,860
	TOTAL ALLOCATION	$ 2,362,770

FUNDING ALLOCATION CUMULATIVE TOTALS FY 2017-18 TO FY 2021-22 FUNDING ALLOCATIONS		
Area	**Contracted Service Provider**	**M2 Contract Amount**
Area 1- North	Abrazar, Inc.	$ 4,560,549
Area 3 - Central/West	Abrazar, Inc.	$ 6,144,056
	TOTAL ALLOCATION	**$ 10,704,605**

Contract Summary Form

Abrazar, Inc.

Area 1 – North County M2
Contract #: 17-27-0001-M2

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Fixed price per mile is set based on type of trip.

Trip Type	Service Area 1 – North County (Fixed Price per Mile)
A. Non-Ambulatory Services Curb-to-Curb	$2.50
B. Non-Ambulatory Services Door-to-Door	$4.25
C. Transportation Services Curb-to-Curb	$2.50
D. Transportation Services Door-to-Door	$4.25
Average Price Per Mile for Service Area	$3.38

Contract Summary Form

Abrazar, Inc.

Area 3 – Central/West County M2
Contract #: 17-27-0008-M2

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Fixed price per mile is set based on type of trip.

Trip Type	Service Area 3 – Central/West County (Fixed Price per Mile)
E. Non-Ambulatory Services Curb-to-Curb	$2.50
F. Non-Ambulatory Services Door-to-Door	$4.25
G. Transportation Services Curb-to-Curb	$2.50
H. Transportation Services Door-to-Door	$4.25
Average Price Per Mile for Service Area	$3.38

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SIXTEENTH AMENDMENT

CONTRACT No. 17-27-0001-M2

BETWEEN THE COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES – SERVICE AREA 1 – NORTH COUNTY

(Funded by Measure M2)

This Amendment to Contract No. 17-27-0001-M2, hereinafter referred to as "Sixteenth Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Abrazar, Inc., DUNS # 803281849, a California non-profit corporation, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract No. 17-27-0001-M2, hereinafter referred to as "original Contract," for the provision of Senior Non-Emergency Medical Transportation Program (SNEMT) in Service Area 1, North County, commencing July 1, 2017 through June 30, 2018 in the amount not to exceed $888,816; and

WHEREAS, on January 30, 2018, the County executed the First Amendment to the original Contract to increase the Contract by $19,433, for a new maximum obligation of $908,249, updated Paragraph 4 of the Contract; and replaced Attachment A, Scope of Services, with Attachment A1; and replaced B, Compensation/Payment, with Attachment B-1; and replaced Attachment C, Budget, with Attachment C-1; and

WHEREAS, on June 26, 2018, the County executed the Second Amendment to the original Contract to renew the Contract term for an additional two-year period, effective July 1, 2018 through June 30, 2020; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract amount by the monentary amount of of $842,064 commencing on July 1, 2018 through June 30, 2019 and the monentary amount of $865,821 commencing on July 1, 2019 through June 30, 2020 for an aggregate Contract amount not to exceed $1,707,885

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for a total cumulative Contract amount of $2,616,134; and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Compensation/Payment, with Attachment B-2; and replaced Attachment C-1, Budget, with Attachment C-2; and

WHEREAS, on September 20, 2018, the County executed the Third Amendment to increase the Contract amount by the monetary amount of $22,957 under FY 2018-19 for an aggregate Contract amount not to exceed $865,021 and for a total cumulative Contract amount of $2,639,091; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and

WHEREAS, on November 4, 2019, the County executed the Fourth Amendment to increase the Contract by the monetary amount of $46,491 under FY 2019-20 for a new maximum obligation amount of $912,312 and for a new total cumulative Contract amount of $2,685,582; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-3, Budget, with Attachment C-4; and

WHEREAS, on April 7, 2020, the County executed the Fifth Amendment to the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and amended Paragraph 21. Notices, in its entirety; and amended Paragraph S. Change of Ownership, in its entirety; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment C-4, Budget, with Attachment C-5; and

WHEREAS, on May 19, 2020, the County executed the Sixth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2020 through June 30, 2021; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of $908,057 under FY 2020-21 for a total cumulative Contract amount of $3,593,639; and replaced Attachment A-5, Scope of Services, with Attachment A-6; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-5, Budget, with Attachment C-6; and

WHEREAS, on August 12, 2020, the County executed the Seventh Amendment to amend the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and replaced Attachment C-6, Budget, with Attachment C-7; and

WHEREAS, on October 14, 2020, the County executed the Eighth Amendment to amend the original Contract to extend the temporary increase to mileage rates through December 31, 2020, with no cost increase to the maximum obligation; and replaced Attachment C-7, Budget, with Attachment C-8; and

WHEREAS, on January 26, 2021, the County executed the Ninth Amendment to amend the original Contract and extended the temporary increase to mileage rates through March 31, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-8, Budget, with Attachment C-9; and

WHEREAS, on April 27, 2021, the County executed the Tenth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of $791,910 under FY 2021-22 for a total cumulative Contract amount of $4,385,549; and replaced Attachment A-6, Scope of Services, with Attachment A-7; and replaced Attachment B-5, Compensation/Payment, with Attachment B-6; and replaced Attachment C-9, Budget, with Attachment C-10; and

WHEREAS, on April 8, 2021, the County executed the Eleventh Amendment to the original Contract and extended the temporary increase to mileage rates for the period of April 1, 2021 through June 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-10, Budget, with Attachment C-11; and

WHEREAS, on August 24, 2021, the County executed the Twelfth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through September 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-11, Budget, with Attachment C-12; and

WHEREAS, on October 12, 2021, the County executed the Thirteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through December 31, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-12, Budget, with Attachment C-13; and

WHEREAS, on January 11, 2022, the County executed the Fourteenth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of $75,000 under FY 2021-22 for a new maximum obligation amount of $866,910; and replaced Attachment A-7, Scope of Services, with Attachment A-8; and replaced Attachment B-6, Compensation/Payment, with Attachment B-7; and replaced Attachment C-13, Budget, with Attachment C-14; and

WHEREAS, on January 19, 2022, the County executed the Fifteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of January 1, 2022 through March 31, 2022; with no cost increase to the maximum obligation; and replaced Attachment C-14, Budget, with Attachment C-15; and

WHEREAS, the County now desires to amend the original Contract and increase the Contract by the monetary amount of $100,000 under FY 2021-22 for a new maximum amount of $966,910; and replace Attachment A-8, Scope of Services, with Attachment A-9; and replace Attachment B-7, Compensation/Payment, with Attachment B-8; and replace Attachment C-15, Budget, with Attachment C-16; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

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1. The Contract Maximum Obligation, set forth in paragraph 4 of this Contract, is hereby increased during the period of July 1, 2021 through June 30, 2022, by $100,000, for a maximum obligation amount of $966,910.

2. Attachment A-8, Scope of Services, shall be replaced with Attachment A-9.

3. Attachment B-7, Compensation/Payment, shall be replaced with Attachment B-8.

4. Attachment C-15, Budget, shall be replaced with Attachment C-16.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Sixteenth Amendment on the dates with their respective signatures:

*ABRAZAR, Inc.

By: DocuSigned by: Mario Ortega CA5455507877494... By: _____

Name: Mario Ortega (Print) Name: _____ (Print)

Title: Chief Executive Officer Title: _____

Dated: 4/14/2022 Dated: _____

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

For Contractors that are not corporations, the person who has authority to bind the Contractor to a Contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dated: _____

Deputized Purchasing Agent OC Community Resources

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: DocuSigned by: John Cleveland 74000D32EE85437... Dated: 4/14/2022

DEPUTY COUNTY COUNSEL

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SCOPE OF SERVICES
SNEMT – M2
SERVICE AREA 1 - NORTH

1. CONTRACTOR's SCOPE OF SERVICES

FY 2018-19 Total Units of Service:
- Annual Estimated Number of Miles: 255,923
- Annual Estimated Number of Trips: 35,350

FY 2019-20 Total Units of Service:
- Annual Estimated Number of Miles: 268,656
  Annual Estimated Number of Trips: 37,107

FY 2020-21 Total Units of Service:
- Annual Estimated Number of Miles: 268,656
- Annual Estimated Number of Trips: 37,109

FY 2021-22 Total Units of Service:
- Annual Estimated Number of Miles: 286,068
- Annual Estimated Number of Trips: 39,514

A. Description: the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age sixty (60) and older adults who lack other reasonable means of medical-related transportation. The program utilizes appropriate vehicles on a cost per mile basis. The SNEMT funding comes from Tobacco Settlement Revenues (TSR), and Measure M2, among three (3) Service Areas in the COUNTY.

B. Services pursuant to Attachments A-9 and B-8. CONTRACTOR agrees to provide services as described in this SNEMT Scope of Services in Paragraphs 1 – 17, and SNEMT Policies and Procedures in Paragraph 18, below.

C. These services shall be provided at the firm fixed price fully detailed in the CONTRACTOR's Budget. CONTRACTOR shall operate continuously throughout the term of this CONTRACT with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. CONTRACTOR agrees to submit to COUNTY PROJECT MANAGER, upon request, a list of persons, including employees, sub-contractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

D. Additional services. CONTRACTOR also shall provide the following services to older adults to whom it provides the services described in 1.A. above: With the consent of

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the older adult, or his or her representative, CONTRACTOR shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older adult, or the household of the older adult, in imminent danger. Nothing in this Attachment A-8 shall be construed to limit CONTRACTOR's responsibilities for elder abuse reporting as set forth in Paragraph 41 "F" of this CONTRACT.

E. Coordination of services. CONTRACTOR shall assure that all services funded under this CONTRACT are coordinated with other appropriate services in the community and that services funded under this CONTRACT do not constitute unnecessary duplications of services provided by other sources.

F. Coordination of resources. CONTRACTOR shall work collaboratively with OoA, particularly the Information and Assistance Program (I&A), to ensure that SNEMT clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

2. PERFORMANCE BOND

All CONTRACTORs must either have a minimum of five (5) years' experience in providing services comparable to that in the scope of work, i.e. transporting older adults; or must provide a performance bond in an amount equal to the estimated amount of the CONTRACT within ten COUNTY working days of notification prior to the CONTRACT award. The COUNTY shall return the bond to the CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

3. Confidentiality of Service Recipients

A. Protection from unauthorized disclosure. CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information of service recipients receiving services pursuant to this CONTRACT, and information about, or obtained from said service recipients, except for statistical information not identifying any service recipient.

B. Use of information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this CONTRACT.

C. Transmittal of requests for disclosure. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of identifying information not authorized by the subject of such information.

D. Nondisclosure by CONTRACTOR. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this CONTRACT or authorized by the service recipient, any such identifying information to anyone other than COUNTY or the State of California without prior written authorization from COUNTY or the State, except when subpoenaed by a court.

E. Blanket authorizations or blank releases. CONTRACTOR may allow clients to authorize the release of information to specific entities, but shall not request or encourage any service recipient to give a blanket authorization or sign a blank release, nor shall the CONTRACTOR accept such from any service recipient.

F. Identity. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the service recipient, such as finger or voice print or a photograph.

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G. Furnishing information as required by government CONTRACTs. The provisions of this Section shall not restrict CONTRACTOR's obligation to provide information required under this or any of its other COUNTY, State or federal contracts.

4. Evaluation and Monitoring:

A. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of CONTRACTOR during the term of this CONTRACT at any time during normal business hours.

B. Access to books and records. During normal business hours, CONTRACTOR shall provide access to COUNTY, the federal and State grantor agencies, the Controller General of the United States, and any duly authorized COUNTY, federal or State representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this CONTRACT, for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR shall include this requirement in any subcontracts to be funded in whole or in part by funds provided pursuant to this CONTRACT.

C. Evaluating, monitoring and assessing CONTRACTOR's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate CONTRACTOR's performance pursuant to this CONTRACT. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.

D. CONTRACTOR cooperation. CONTRACTOR shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.

E. Failure to comply. Failure by CONTRACTOR to meet the conditions necessary for an evaluation will be sufficient grounds for COUNTY to withhold and/or delay reimbursement or to terminate this CONTRACT.

5. Definitions:

A. Orange County Office on Aging (OoA), the designated Area Agency on Aging for Orange County.

B. "Information & Assistance [I&A]" means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

C. "Subcontractor" means any entity that furnishes to CONTRACTOR services or supplies relative to this CONTRACT.

D. "COUNTY PROJECT MANAGER" means the COUNTY shall appoint a PROJECT MANAGER to act as a liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with CONTRACTOR.

E. "COUNTY's CONTRACT ADMINISTRATOR" means the "CONTRACT ADMINISTRATOR" who shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.

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6. Overview of Service Delivery Expectations

The purpose of the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age 60 and older adults who lack other reasonable means of medical-related transportation. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis.

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

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

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

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

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

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

7. SNEMT Performance Outcomes

The following Performance Outcomes have been identified for this transportation program:

- To provide older adults with non-emergency medical transportation on a daily, weekly, and/or monthly basis;
- To provide wheelchair accessible services which are safe and reliable;
- To enable older adults to access preventive medical services to maintain and/or improve their overall health;

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- To help older adults decrease hospitalizations and delay premature institutionalization;
- To increase the availability of transportation services to older adults in Orange County; and
- To seek out matching funds through funding streams, donations and or other means of fund leveraging to support ongoing SNEMT services.

8. Service Areas

Geographic service areas represent the North, South and Central/West parts of the County.

- **Area 1**, **North County,** includes the following cities, communities, and County unincorporated areas: Anaheim, Brea, Buena Park, El Modena, Fullerton, La Habra, La Palma, Olinda, Olive, Orange, Orange Hills, Orange Park Acres, Placentia, Villa Park and Yorba Linda.
- **Area 2**, **South County,** includes the following cities, communities, and County unincorporated areas: Aliso Viejo, Coto de Caza, Dana Point, Dove Canyon, Irvine, Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Flores, Mission Viejo, Modjeska Canyon, Newport Beach, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana Heights, Santiago Canyon, Silverado Canyon, and Trabuco Canyon.
- **Area 3**, **Central/West County,** includes the following cities, communities, and County unincorporated areas: Costa Mesa, Cowan Heights, Cypress, Fountain Valley, Garden Grove, Huntington Beach, Lemon Heights, Los Alamitos, Midway City, North Tustin, Rossmoor, Santa Ana, Seal Beach, Stanton, Sunset Beach, Surfside, Tustin, and Westminster.

9. Marketing and Outreach

CONTRACTOR shall identify culturally and linguistically appropriate measures for reaching older adults in need of transportation and determine procedures for implementation of outreach, which may include, but is not limited to, brochures, flyers, and public presentations.

In order to ensure effective collaboration and coordination of services, a CONTRACTOR shall be required to submit drafts of all printed materials related to outreach and marketing of OoA Senior Non-Emergency Medical Transportation Fixed-Price Per Mile Program services to OoA for approval before publication and dissemination.

10. Program Policies and Procedures

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

11. Program Requirements

A. Trip Purpose:

CONTRACTOR will only transport Clients for approved trips for non-emergency medical purposes. Such purposes may include but are not limited to: appointments with medical practitioners, outpatient services, lab testing, dental, vision, rehabilitation

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and therapy, health education, mental health counseling and the securing of prescription drugs and devices. The purpose of the SNEMT Program is to assist the Client to live independently through access to appropriate medical care. All trips that are not medically related are ineligible.

B. Client Fares or User Fees

CONTRACTOR will either charge a $2.00 user fee per one-way trip or obtain donations or contributions equal to $2.00 per one-way trip. A Low Income Waiver may be granted to clients experiencing extenuating financial circumstances.

C. Non-ambulatory Accessible Vehicles

CONTRACTOR shall provide non-ambulatory accessible vehicles as required by the individual needs of the enrolled clients.

D. Trip Length

CONTRACTOR shall provide a maximum trip length not to exceed 15 miles. Trip time will be limited to forty-five minutes maximum. Exceptions to the 15 mile limit include the following destinations:

- Long Beach Veterans Administration Hospital
- Kaiser Lakeview in Anaheim
- Kaiser Anaheim Medical Center in Anaheim
- UCI Medical Center in Orange
- Hoag Hospital Newport Beach
- Hoag Hospital Irvine
- St. Joseph's Hospital in Orange
- Kaiser in Irvine
- Newport Beach Dialysis Center
- Whitaker Wellness Institute in Newport Beach
- Other medical destinations as deemed appropriate by the Office on Aging

Out of COUNTY trips must be within a 10 mile radius of the client's residence, or as approved by the Office on Aging.

E. Trip Limits

Client trips will be limited to 16 one-way trips per client, per month with the ability to exceed trip limit, however the CONTRACTOR may waive the trip limit based on client need. Contractor will provide methodology proposed to track individual client monthly trips to ensure the 16 trip maximum is enforced and to maintain documentation to support trip limit waivers. At the request of the Office on Aging, the CONTRACTOR will implement Client Priority Criteria as outlined in SNEMT Policies and Procedures.

F. Client Satisfaction Surveys

The OoA will conduct an annual multi-language customer satisfaction survey as needed. Results of the survey will be distributed in a report as deemed appropriate by the Office on Aging.

G. Personal Care Attendants

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CONTRACTOR shall not count personal care attendants as individual trips but may count them as a passenger transported. Personal care attendants will not be charged a user fee.

H. Trip Sheets or Route Manifest

CONTRACTOR shall identify methods used to document designated trips, addresses of pick-up and drop off points, clients, miles and times for pick up and drop off, no-shows, and cancellations. CONTRACTOR will maintain trip sheets and route manifests at a program office or facility within Orange County. Trip sheets and route manifests will be subject to review by the OoA.

I. Shared Rides

In the event that multiple passengers can be carried at the same time without any passenger riding for more than 45 minutes, mileage for the shared rides will be determined in the following manner: The shortest possible route distance for each passenger will be determined using scheduling software or a mapping system such as Mapquest® or Google Maps®. The shortest possible route distance for each passenger utilizing the shared ride will be reported on the trip sheet summary included with the monthly invoice.

J. One-Time-Only Funds

One-Time Only funds may be expended solely to provide non-emergency medical transportation baseline services for the SNEMT program.

12. Service Data Collection, Recording and Reporting Requirements

CONTRACTOR shall be required to collect, record, and report data necessary to meet OoA requirements in a manner consistent with the OoA requirements concerning the confidentiality of client names and addresses. Such reports shall be submitted to the OoA on a monthly basis no later than fifteen days following the end of the month for which the report is due. Such reports shall be provided on forms or in a format deemed necessary by the OoA. Other program reports will be due within fifteen days of a written request from the OoA.

CONTRACTOR shall establish procedures to ensure the accuracy and authenticity of the number of eligible clients participating in the program. Such procedures shall be kept on file at the CONTRACTOR's site within Orange County. OoA Senior Non-Emergency Medical Transportation Program records and reports shall be made available for audit, assessment, or inspection by authorized representatives of OoA. Information obtained from a participant's records shall be maintained in a confidential manner.

A. CONTRACTOR SNEMT Database

CONTRACTOR shall be responsible for implementing and maintaining a COUNTY-approved database which shall be used to record and maintain data pertaining to this program, including, but not limited to: client contact information, application data, and travel records for each client approved for participation in the SNEMT Program; operating statistics, such as numbers of passengers per hour and miles per trip;

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financial data and records of grievances and the investigation and resolution thereof. The COUNTY may, at its discretion, modify or add to these data requirements.

B. Program Monthly Performance Report

1. Content

On a monthly basis, a report documenting the services provided, performance and fund expenditure of each contracted transportation program shall be due to the Program Manager.

Monthly Performance Report data will be submitted on the form provided by the Office on Aging, and submitted in electronic form. A separate Monthly Performance Report shall be submitted for each funding source (TSR and M2).

2. Timing & Submission

The Program Monthly Performance Report shall be submitted by email to the designated contract analyst prior to 5:00 p.m. local time on the fifteenth calendar day of the month following the end of the month for which the report is due.

C. Monthly Invoices

1. Content

The monthly invoices shall include a trip sheet summary that tabulates the total client mileage by tenths of a mile for each of the four types of transportation in the Service Area(s) for the month. Each mileage total shall be multiplied by the corresponding mileage rate to determine that month's billing for each transportation type. The four amounts in each Service Area will be added together to determine the total billing for each Service Area for the month. If a CONTRACTOR is providing transportation in more than one Service Area, the CONTRACTOR will provide an individual trip sheet summary and invoice for each Service Area. A separate trip sheet summary and invoice shall be submitted for each funding source (TSR and M2).

CONTRACTOR shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging.

2. Timing & Submission

The Monthly Invoice shall be submitted prior to 5:00 p.m. on the fifteenth calendar day of each month as a printed-paper copy signed in blue ink by an authorized signer and delivered to:

OC Community Resources
601 N. Ross St.

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Santa Ana, CA 92701
Attn: Accounts Payable, 6th Floor

13. Fiscal Requirements

CONTRACTOR shall maintain and submit records, statistical information, and financial reports, including invoices, in a form and format required by the County of Orange or OoA. The format may specify paper or electronic transfer. Monthly reports and invoices shall be submitted no later than fifteen calendar days following the end of the month for which the expenditures were incurred. Other fiscal reports will be due within fifteen calendar days of a written request from the OoA.

CONTRACTOR shall maintain separate accounting records for this program.

14. Service Delivery Requirements.

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

A. Staff Requirements & Policies

CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of SNEMT services. OoA recognizes that a high quality operation begins with key personnel. Therefore, a minimum level of required staffing is described for the positions and functions described below.

1. Program Manager/Director

The program manager/director will be in charge of all management and day-to-day operations of the CONTRACTOR's SNEMT program. The position will maintain consistent and sufficient contact and communication with the OoA and be responsible for all CONTRACT obligations.

2. Transportation Coordinator

The transportation coordinator will be responsible for interactions with the community in programs related to senior transportation, assessing older adult clients for program enrollment, referring seniors to alternative transportation services, coordinating SNEMT trips for eligible clients, tracking required statistical data, marketing the program services and record keeping for the program.

3. Drivers

Drivers must meet the following minimum standards:

- Must be legally licensed and certified, as appropriate, for the vehicle being operated.
- Drivers operating buses shall have a valid Class B license with a P

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endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, State, or local regulations.

- Drivers operating taxicabs must be certified through OCTAP.
- Must be in good standing with the DMV and not have more than two (2) moving violations within the thirty-six (36) month period preceding operation of the SNEMT service.
- Drivers cannot have a Motor Vehicle Record that contains any two point violation; or has outstanding failure to appear or failure to pay violations.
- Must be able to speak, understand, and read English.
- Drivers are required to treat all passengers with respect and courtesy.

4. Reservations, Scheduling, Dispatch and Routing

a. Reservations and Scheduling

CONTRACTOR shall provide qualified and trained personnel to answer and properly respond to all telephone, facsimile and TDD calls for SNEMT trip reservations, cancellations, ride check status, service inquiries, and general information requests.

When calls are received from non-English speaking clients, bilingual staff or an appropriate translation service (such as the ATT Language Line) shall be used.

The assigned scheduling staff will also review, coordinate and adjust all vehicle itineraries prior to the service day, initiate call-backs of SNEMT passengers as needed to adjust scheduled services, monitor and coordinate service resources to maximize system efficiency and performance, track cancellations and no-shows.

CONTRACTOR staff responsible to take reservations shall be on duty during the hours of 8:00 A.M. to 5:00 P.M. on weekdays. Contractor shall assign staff to be on-duty to handle cancellations and ride check status calls during the hours of 7:00 A.M. to 6:00 P.M. on weekdays. During periods when reservations staff are busy and during non-office hours, cancellations may also be taken by voice mail or other telephone message device.

b. Dispatching

CONTRACTOR shall provide qualified and trained personnel to:

- Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- Assist drivers while they are in service to carry out the assigned trips on-time, providing address assistance and telephoning passengers as needed;
- Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and,

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- Ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are handled and performed in accordance with OoA policies and procedures.

Dispatching staff are to be on-duty from the time the first SNEMT vehicle is in service until the last SNEMT vehicle is out of service.

Dispatch staff will also ensure that:

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

  The OoA "no stranded passengers" policy is enforced.

B. Telephone and Radio Systems

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

CONTRACTOR shall maintain all communications equipment in good working order.

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

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

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

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

C. Computer System

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

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

CONTRACTOR shall provide all computer hardware, and network servers to support computing and local network services at CONTRACTOR site. CONTRACTOR shall be responsible for the installation, administration, and maintenance of all computer

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equipment, computer network, computer software, operating systems, and peripherals at CONTRACTOR's site.

D. Routing

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

15. Vehicle Operations

A. Driver Trip Sheets and Mileage

OoA will approve the trip sheet format for the SNEMT program which will be developed by CONTRACTOR. Mileage readings on the Driver's Trip Sheet will indicate the actual per trip miles from pick-up point to drop-off point. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves and at the first scheduled pick-up. The ending odometer readings will be recorded at the time of the last drop off and upon returning to the yard or vehicle resting location.

Driver Trip Sheets will at a minimum also include:

- Passenger name, scheduled time and address of pick-up
- Actual time driver arrived at location of pick-up
- Address of passenger drop-off
- Actual time driver dropped off passenger
- No Shows and trip cancellations, should they apply
- Any unscheduled trips or stops that may occur

CONTRACTOR shall organize and file trip sheets by date. All original trip sheets will be maintained by the CONTRACTOR and kept within an Orange County location for review by OoA during normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. A Trip Sheet Summary will be sent to the OoA with the Monthly Report and invoice by the 15th calendar day of the following month.

B. Vehicles

CONTRACTOR will provide a sufficient number of vehicles and drivers to deliver services and meet the requirements of the program. This number will be determined by the scheduling of trips and the capacity of the vehicles proposed for this service. Determination of the number of vehicles required to provide these services is the responsibility of the CONTRACTOR.

CONTRACTOR shall provide sufficient vehicles for back-up due to breakdowns or accidents and on-street driver relief as needed.

CONTRACTORS proposing to use taxis must comply with OCTAP regulations and must provide accessible services to passengers upon request. (OCTAP regulations can be found at: http://www.octap.net/regulations.pdf).

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Taxi vehicles must be certified through OCTAP.

C. Facilities, Vehicles & Vehicle Maintenance Services

I. Vehicle Inspection

CONTRACTOR shall establish an inspection procedure that ensures that each vehicle that is in service is inspected before first pick-up and at the end of each service day. CONTRACT shall maintain records of the inspections at the program office for review at the discretion of the OoA.

II. Facilities and Vehicle Maintenance

SNEMT services shall be operated from a facility provided by CONTRACTOR. Vehicle maintenance shall be provided by CONTRACTOR staff or CONTRACTOR's vendor. CONTRACTOR shall conduct vehicle maintenance and repair operations so that a sufficient number of vehicles are available during operating hours to meet the client demand for transportation.

III. Administrative and Clerical Office Space

CONTRACTOR shall provide administrative and clerical office space suitable to accommodate the personnel necessary to operate the SNEMT service and to maintain and keep all necessary data and records. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the SNEMT service.

IV. Reservations, Scheduling and Dispatch Office Space

CONTRACTOR shall provide reservations, scheduling and dispatch office space suitable to accommodate the personnel necessary to operate the reservations, scheduling and dispatch functions of the SNEMT service. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the reservations, scheduling and dispatch functions of the SNEMT service.

V. Transportation Coordinator Office Space

Suitable office space shall be dedicated and functionally organized to accommodate the Transportation Coordinator, allowing for confidential conversations to take place with potential clients and security of client applications or data containing personal client information.

VI. Maintenance Facilities

CONTRACTOR shall comply with OSHA regulations. CONTRACTOR will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations. Contractor shall comply with all State Water Resources Control Board Nonpoint Source (NPS) Pollution Control Plan requirements under the Federal Clean Water Act.

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary

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maintenance tasks required. CONTRACTOR is required to provide all necessary fuels, lubricants, materials, parts and labor for the maintenance of SNEMT vehicles.

If vehicles with a capacity of ten or more passengers are used to provide SNEMT services, the CONTRACTOR shall ensure that the ten-or-more passenger vehicles meet all standards required to pass a CHP Terminal Inspection. Ten-or-more passenger vehicles shall receive and pass a yearly CHP Terminal Inspection.

CONTRACTORS may use a third party for maintenance.

At the CONTRACTOR's expense, the Office on Aging will randomly select vehicles from the CONTRACTOR's and subcontractor's fleet to receive an annual vehicle inspection at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

VII. Red Tagged Vehicles

The OoA may, during normally scheduled monitoring visits, or, as a follow-up to a client complaint, inspect any vehicles used by CONTRACTOR to transport clients. If, in the opinion of the OoA, a vehicle does not meet OoA safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by CONTRACTOR and verified by OoA.

A vehicle may be "red tagged" by OoA if any of the following occurs:

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects, bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Coolant leaks
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts

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- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety, vehicle operations regulations
- Any other safety or maintenance item which may endanger the safety of SNEMT clients

VIII. Vehicle Cleanliness

To facilitate customer service, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

Daily Vehicle Cleanliness Standards:

Interior vehicle cleaning will be done on a daily basis with the exterior being washed at a minimum weekly or as needed. Daily cleaning will include:

- Clean inside of all windows, remove fingerprints and head prints
- Remove dust from seats and dashboards
- Sweep or vacuum all floor areas, mop up any spills
- Ensure vehicle is free from all paper, gum, and debris, etc.
- Repair any damaged seats
- Remove any graffiti
- Ensure wheelchair securements and passenger restraints are clean and serviceable

IX. Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure continuity of service.

16. Office on Aging Oversight and Management.

Oversight of the SNEMTCONTRACTOR's operations and program performance and processing of monthly invoices will be administered by OoA. CONTRACTOR will be monitored and evaluated by the OoA contracts staff and Auditor/Controller staff annually or at any time the OoA staff determines it is required to ensure quality and safety of the program.

17. Client Transfers to Subsequent Contractor.

In the event that an existing service provider of SNEMT services will not be receiving a CONTRACT award as a result of this solicitation, that provider shall be required to transfer its clients to the new CONTRACTORS(s) in its respective Service Area.

Any new CONTRACTORS(s) must cooperatively participate in the transition of clients currently enrolled in the SNEMT programs. The transition of clients will occur in the 30 to 45 day period of time prior to the current SNEMT CONTRACT expiration date of June 30, 2018. New CONTRACTOR(s) shall participate in the seamless transition of SNEMT services to existing clients currently in SNEMT programs.

During a transition of clients, OoA staff will conduct several meetings with the ending and new CONTRACTORS to discuss specific operations, transfer of client records, client notification procedures, and the time frame in which these must occur.

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18. SNEMT Policy and Procedures

Senior Non-Emergency Medical Transportation Program

Policies and Procedures

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A. SNEMT CLIENT ELIGIBILITY CRITERIA

I. CLIENT ELIGIBILITY

The Senior Non-Emergency Medical Transportation Program has been developed to provide non-emergency medical transportation to medical services for older adults who have no other reasonable means of transportation.

a. Client Eligibility Requirements:

i. Must be at least 60 years of age and reside in Orange County

ii. Must reside in a designated Service Area served by Contractor

iii. Client must have completed the application process prior to receiving services

b. Clients shall be notified by mail when the application is approved.

II. CLIENT PRIORITY CRITERIA

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

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

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

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

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III. CLIENT PRIORITY CATEGORIES

a. Priority 1: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and in need of the following medically related trips:

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

b. Priority 2: Individuals who are:

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

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

c. Priority 3: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and are in need of the following medically related trips:

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

d. Priority 4: Individuals who are:

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

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

e. Priority 5: Individuals who are:

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

- Health education
- Disease management

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B. APPLICATION, ENROLLMENT AND REFERRAL PROCEDURES

I. APPLICATION PROCESS

a. Upon receipt of referral, the Transportation Coordinator (TC) will contact the applicant and inform the applicant of the application process and the program services.

b. Applicant will be asked how much his annual income is to determine income status. A low income waiver for trip fares may be offered to clients experiencing extenuating financial circumstances.

c. SNEMT Application form will be mailed to applicant. User Fee Waiver form will also be mailed as needed. Forms may be faxed or e-mailed to applicant if he has access to fax or e-mail.
A sample of the User Fee Waiver Form is included in Section XI.C.

II. When completed application form is received, the application will be reviewed for:

a. Geographic limitations or service area restrictions
b. Eligibility of service request as a medically related trip
c. Ambulatory/non-ambulatory requirements
d. Existing transportation resources

III. Applicant will be informed of eligibility status within 5 days of return of application.

IV. Eligible applicants will be assigned a SNEMT client ID number. Confirmation letter, program guidelines and program fact sheet will be mailed to approved applicants.

V. Referred applicants not meeting eligibility criteria will be referred to OoA Information and Assistance (800) 510-2020, if the SNEMT program cannot assist the client in finding other transportation options.

A sample SNEMT Application Form is included in Section XI.A.

C. RIDER INSTRUCTIONS AND CLIENT GUIDELINES

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

D. TRANSPORTATION PROGRAM SERVICE HOURS

1. The Transportation Coordinator services and program office hours will be available Monday through Friday from 8:00 am to 5:00 pm.

2. Transportation services will be available Monday through Friday from 7:00 am to 6:00 pm.

3. Transportation is not available on the following official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall notify the Office on Aging in writing regarding any additional holidays to be observed by the Contractor's SNEMT program.

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4. Transportation is not available on weekends, unless the SNEMT program Provider is willing to provide trips under exceptional circumstances, at their own discretion.

E. USE OF WAITING LISTS

1. Once maximum trip capacity has been reached, it will be necessary to create a list of new clients waiting for an opening in the program.

2. A waiting list is only for older adults who have completed the SNEMT application process and are eligible to use the transportation program. Those who are not eligible to use the program will not be placed on a waiting list.

3. A waiting list will be formed only when program trip capacity has been reached. Participants on the waiting list will be reviewed monthly by the TC to determine status and potential timeline for being removed from the list.

4. Participants will be transferred from the Waiting List to the Active Client List in the following order:

   First: Those individuals who require priority trips due to medical conditions;

   Second: Those individuals with multiple illnesses; and,

   Third: Remaining individuals.

5. On a quarterly basis, the TC will monitor trip histories of enrolled individuals and contact those individuals who have not used the program in the previous six month period. TC will determine continuation or termination of the individual to control program capacity and reduce use of a waiting list.

F. OoA INFORMATION & ASSISTANCE (I&A) DEPARTMENT RESOURCES

1. Developing a partnering relationship with Information and Assistance (I&A) is critical as it is the central clearinghouse for information on all services and programs for older adults in Orange County. Contractor must develop an understanding of I&A's referring mechanism, both to SNEMT and other services.

2. Instruct staff to refer clients to the (800) 510-2020 number if it appears that they may need information on other services, including, but not limited to, caregiving assistance; congregate and home delivered meals; case management; non-SNEMT transportation; in-home services; health services; housing; legal assistance; health insurance; financial assistance; ethnic services; products and services for the disabled population; social activities and exercise venues.

3. To encourage and maintain an open dialogue, contact the I&A Manager for any issues having to do with I&A.

G. CLIENT TERMINATION OR SUSPENSION POLICY

1. Program must notify Office on Aging, in writing and in advance, when terminating or suspending a client from the SNEMT programs.

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2. Clients will be notified in writing of the reason for the termination or suspension and when it is effective. A copy of the notice shall be maintained in the client file.

3. Client termination or suspension from the program is at the discretion of the SNEMT program provider, and may be necessary should any of the following situations occur:

   a. Abuse of the No-Show policy (3 no-shows within a 30 day period)
   b. Utilizing SNEMT for purposes other than medically related trips.

4. Providers shall retain client files for all clients who have been removed from the program, so that in the event that they should re-apply at a later date, their previous eligibility can be verified before beginning the process of re-applying for SNEMT services. These files are subject to the same storage requirements pertaining to the Provider's records specified in the Contract.

H. CLIENT RELEASES

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

III. TRIP SCHEDULING INSTRUCTIONS

A. DEMAND RESPONSIVE RESERVATIONS

1. The following client information is required to schedule rides:
   a. Name & SNEMT I.D. number
   b. Phone Number
   c. City of residence
   d. Date and time of appointment and return ride
   e. Name, address and phone of where client needs to go

2. Handle telephone requests and inquiries so as to maximize customer service, giving timely, accurate and courteous service.

3. Carry out trip reservation activities in a manner which will maximize SNEMT productivity.

4. Remind client of pick-up window time and determine if client requires door-to-door service.

B. SCHEDULING

1. Receive, approve and process requests for service. Review and refine daily trip itineraries. Assess distances and routing to ensure efficient travel patterns. Initiate client call backs regarding any trip discrepancies and or schedule changes.

2. Define, monitor and analyze fleet performance and adjust resource allocations or service schedules to meet changing time and travel patterns.

3. Track cancellations and no-shows, summarizing activity each month.

C. DISPATCHING

1. Dispatchers will schedule and assign drivers and vehicles in accordance with the trips scheduled for each day;

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2. Dispatchers will assist drivers while they are in service to carry out the assigned trips on time by providing address assistance and telephoning passengers as needed.
3. Dispatchers will monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner.
4. Dispatchers will provide continuous monitoring of assigned radio frequencies during all hours that vehicles are in service, answer and respond to telephone calls on the Ride Status line, and respond to calls from drivers and OoA staff.

D. SNEMT NO SHOW POLICY

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

    Each client's No-Shows will be tracked monthly and recorded in client file.

E. CANCELLATION NOTICE

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

F. NO PASSENGER STRANDED POLICY

1. Under no circumstances will an SNEMT client be stranded at a drop off point. At the time of the ride reservation the scheduler/dispatcher will confirm the need for a round trip and schedule

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accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of back-up systems will ensure the trip is provided.

G. INELIGIBLE TRIPS

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

IV. EMERGENCY PROCEDURES

A. ACCIDENT/INCIDENT REPORTING AND FOLLOW UP

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

   A sample of the Incident Report Form is included in Section XI.F.

B. PROCEDURES FOR EMERGENCIES

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

1. Flat-tire(s) or Engine breakdown:
   a. Driver must bring vehicle to a safe stop and location.

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b. Driver must call Dispatch to send another vehicle to pick up client(s) in order to drive them to their destination(s).

c. Driver should stay with client(s) and the vehicle until help arrives.

d. If unable to fix/repair, call towing service.

2. Fire:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to remove client(s) to closest safe area.

c. Driver to call 911.

d. Driver to call the Dispatcher.

e. Driver to attempt to contain fire (If safe to do so) using fire extinguisher located in the vehicle.

f. TC to notify OoA of incident and file written report.

3. Earthquake:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to assess situation and contact Dispatcher.

c. Dispatcher to provide driver with instructions.

d. Keep client(s) in vehicle unless vehicle is in jeopardy.

e. Remain calm and reassure client.

f. If necessary, move client out of the vehicle and to the closest safe area.

g. Do not touch fallen or damaged electrical wires.

h. Dispatcher to contact/inform the manager of SNEMT program.

i. Dispatcher to file formal report to the OoA within 24 hours of incident.

4. Client Emergency Situations:

a. Driver to observe client's medical status/needs.

b. Driver to stop vehicle and park vehicle in safe location and turn off engine.

c. Driver to call 911 for emergency assistance with falls, breathing and heart problems or choking.

d. Driver to call Dispatcher to inform and/or request assistance and guidance.

e. Emergency treatment (including CPR) may be initiated by certified and trained drivers only, until arrival of paramedics or other qualified healthcare provider.

f. Paramedics or other emergency personnel will be responsible for transfer of patient to appropriate facility.

g. Driver to complete incident form and give to Dispatcher within 24 hours.

h. Dispatcher to report incident to manager.

i. Manager will notify OoA Program Administrator.

V. CLIENT COMPLAINT PROCEDURES

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

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1. Client calls SNEMT provider with complaint or provider receives complaint from third party and contacts client.
2. TC will document client's issues on the complaint form (sample in Section XI.E) and notify appropriate parties.
3. TC will follow up with client's concerns and establish a plan of action within 2 business days.
4. TC will document resolution of issue on the complaint form.
5. TC will inform client of corrective steps taken within 3 business days and ensure client is satisfied.
6. TC and manager will review and sign complaint form.
7. Completed complaint form is placed in locked client file.
8. TC will report unresolved client complaints to manager for guidance and resolution.
9. TC will notify OoA Program Administrator of client's complaint and plan of action within five working days of receipt of complaint.

VI. DATABASE PROCEDURES

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

A. DRIVER'S TRIP SHEETS

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

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k. Drop-off time

l. Odometer mileage reading at place of drop-off

m. Client's signature

n. User Fee Collected/Not Collected

5. This information, except for client's signature, will be entered into the client database.

B. CLIENT FOLDERS

1. Transportation Coordinator (TC) shall maintain file folders for each SNEMT client in a manner to ensure client confidentiality. Each Client Folder shall contain:

   a. The client's signed application form with approval date and TC's initials

   b. User Fee Waiver Form (if used)

   c. Copy of client's confirmation letter

   d. Copy of any client complaints and resolution of complaint

   e. Copies of all correspondence to and from client

   f. Notes pertaining to client, such as, but not limited to: client's transportation requirements; client's transportation preferences; names and addresses and phone numbers of client's doctors, dentist, optometrist, pharmacy, and labs; other OoA administered programs in which the client is enrolled; and, any additional information that could assist the TC and drivers when serving the client.

C. CLIENT DATABASE

1. The TC shall ensure that all clients' data is stored in a secure computer database for easy access. Client trip histories may be kept in a separate, secure computer database.

2. Back-up of database(s) shall be performed weekly at a minimum. Database back-up may be performed more often, as needed.

3. Database shall be designed so that all the data required for Contractor's SNEMT Reports will be recorded.

4. Only authorized staff will have access to database to ensure confidentiality of client records.

VII. REPORTING PROCEDURES

A. DAILY OPERATIONS REPORTING

1. Information from vehicle operations shall be recorded daily on the driver's trip sheets. Cash fares will be totaled and reconciled on the driver's trip sheet.

2. The information recorded on the trip sheets shall be reviewed by Contractor staff for errors and completeness and entered in the Contractor's SNEMT database.

B. MONTHLY REPORTING

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

A sample of the Monthly Performance Report Form is included in Section XI.J.

Data elements will be included on the monthly invoice and the trip sheets, including:

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1. The number of trips of each type provided and mileage for each trip type will be totaled from the SNEMT database. The total number of trips for each of the four trip types and the total mileage for each of the four trip types will be entered into a Microsoft Excel spreadsheet invoice form supplied by the OoA.
2. Cash fares collected shall be totaled, retained by the Contractor, and entered on the Contractor's monthly invoice.
3. The monthly trip history data shall be uploaded to a secured server to OoA in Microsoft Excel format within fifteen working days of month of service. Original trip sheets/trip tickets shall be retained by the Contractor.
4. Contractor shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging..
5. Additional performance indicators may be requested by OoA. The Monthly Performance Report and Demographic Report Form will be accompanied by an electronic copy of the recorded Trip Sheet data for the month just completed. All data collected by the Contractor shall be available upon request for audit and inspection by OoA.

   A sample of the Monthly Performance Report Form is included in Section XI.J.

   A sample of the Demographic Report Form is included in Section XI.K.

VIII. DRIVER AND STAFFING POLICIES

A. BACK-UP SYSTEMS

1. Contractor shall maintain substitute or back-up staff and drivers to support daily SNEMT services and scheduled trips. Back-up systems will be in place to handle road assistance calls from drivers, to relieve drivers if they become sick, to relieve drivers for family emergencies, and relieve drivers who are deemed inappropriate or unsafe by either the SNEMT provider or OoA. Back-up systems will be in place to support the dispatcher and the TC in their absence.

B. DRIVER DRESS AND APPEARANCE STANDARD

1. Appropriate attire that conveys a professional image will be worn by all drivers when operating a vehicle in SNEMT service. Clothing must remain in good repair, and not appear damaged or worn out.
2. Drivers will be required to adhere to grooming and appearance standards, such as but not limited to the following:
   a. Clothing must be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned;
   b. Beards must be clean and neatly trimmed;
   c. Shoes or boots must cover the foot completely and be in good repair, polished and cleaned.

C. DRIVER TOOLS

1. The SNEMT drivers shall have all tools and equipment necessary to perform all the duties of an SNEMT driver. Driver equipment will include, but not be limited to, a current Thomas Guide or equivalent map book of the operating area, manifests (trip sheets), clipboards, pens, and

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pencils. Drivers are also required to be equipped with an operable and accurate time piece at all times.

D. PERSONNEL POLICIES

1. The Contractor shall have in effect personnel policies that conform to all State and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Cal OSHA, Worker's Compensation, and other regulations as appropriate.
2. The Contractor shall maintain at all times a current list of personnel assigned to the SNEMT Contract and provide the OoA Program Administrator with an updated roster of all drivers each month.
3. Employees may not have weapons in their possession or in SNEMT vehicles.
4. Contractor shall maintain a smoke free work environment. There is no smoking allowed in SNEMT vehicles or anywhere in SNEMT facilities.
5. SNEMT Contractors shall maintain a Zero Tolerance Policy for inappropriate behavior between passengers or between passenger and driver. Allegations of sexual misconduct, lewd behavior, or sexual harassment made by any client must be reported to the OoA staff immediately. Should the Contractor receive notification from other than OoA that an employee is allegedly involved in a criminal activity including, but not limited to, sexual misconduct, lewd behavior, or sexual harassment, the Contractor shall notify OoA's Program Administrator immediately as well as local police or Orange County Sheriff's Department.
6. The Contractor must have established standards for recruitment and hiring of drivers.
7. OoA retains the right to review Contractor's personnel policies and the list of personnel assigned to the SNEMT Contract. Proposed changes in key personnel or job duties shall be subject to review and approval by OoA.

E. REMOVAL OF DRIVERS

1. OoA may require that any driver be removed from transporting SNEMT clients for excessive complaints, rudeness, or other inappropriate behavior or appearance. OoA has a Zero Tolerance Policy with regard to misconduct or inappropriate contact between vehicle operators and passengers, and if an allegation of this nature is received, Contractor shall remove the driver from service immediately pending resolution of the allegation to OoA's satisfaction.
2. Any driver receiving three or more valid customer complaints within a rolling 30-day period will be subject to a thirty (30) day probation period. During this period, OoA will evaluate whether a driver is suitable for service.
3. OoA will notify the Contractor, in writing, If any driver is determined unsuitable. Within ten days of receipt of such notice, Contractor shall, at its sole discretion, either propose to replace the driver or present to OoA a plan for correcting the driver's performance deficiencies within a 30-day period thereafter. If either OoA rejects the plan or the driver's performance deficiencies are not corrected to OoA's satisfaction within the 30-day plan period, the Contractor shall immediately replace the driver.

F. DRIVER FEEDBACK

1. Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have on-going mechanisms, including monthly driver meetings to capitalize on driver feedback.

G. LOST AND FOUND

1. Policies for handling of lost and found personal effects shall be as follows:

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a. Drivers shall check their vehicles after each trip for items left on board. If lost items are found, the driver is to contact their dispatch and inform them of the lost item. At the end of the shift, the driver will fill out a Lost and Found report and turn in the lost item to the dispatcher.

b. Dispatcher will receive the item along with the Lost and Found report from the driver and contact the passengers from that day's schedule to determine if item belongs to them.

c. All lost and found items with a value of greater than $10.00 must be secured at the SNEMT provider's facility for a period of not less than 90 days.

d. Disposal of unclaimed items other than cash after the 90 days will be reported to OoA with copies of the lost and found reports.

H. DRIVER TRAINING AND SAFETY PROGRAMS

1. Vehicle Operator Training

a. Contractor shall be responsible for all training of vehicle drivers on service policies, passenger needs and overview of SNEMT services.

b. Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by the Contractor.

2. Training Standards

a. Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the SNEMT contract in a manner that conforms to all State and local laws and assures OoA's operational objectives below are met.
- Provide SNEMT services which are safe and reliable
- Provide SNEMT services which will maximize customer service
- Provide SNEMT services in a manner which will maximize productivity

b. The driver training course must occur prior to drivers providing SNEMT trips and consists of each driver receiving, at a minimum, instruction which includes but is not limited to:
- A review of applicable laws and regulations
- Defensive and safe driving
- Behind-the-wheel training in all types of vehicles to be operated under this Contract
- Safe vehicle operations
- OoA's policies and procedures for SNEMT services
- Empathy training - for the proper interaction and transport of older adult passengers
- Procedures for the provision of curb-to-curb and door-to-door services, including training on passenger assistance
- Lift/wheelchair tie-down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices
- Operation of radio equipment (voice and data) in accordance with federal, State and local regulations
- Hands-on training using the radio and/or other communication devices, and if applicable, mobile data terminals
- Customer service training

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- Fare collection and trip counting
- Thomas Brothers guide map reading
- Mandatory refresher training for drivers with repeated and accumulated minor infractions
- Monitoring and inspection of drivers' Motor Vehicle records at least every six (6) months through participation in the California Department of Motor Vehicles Pull Notice Program
- Promotion and reinforcement of driving and safety principles by Contractor management and supervisory staffs, policies and programs

3. OoA reserves the right to revise the Contractor's training program(s) in order to comply with federal, State, or local laws regarding driver certification or level of training requirements.

IX. VEHICLE MAINTENANCE SCHEDULE AND STANDARDS

A. PREVENTIVE MAINTENANCE SCHEDULE

1. Preventive maintenance will be performed on each vehicle at the levels and intervals recommended by the vehicle manufacturer. Reports of preventive maintenance shall be maintained in a vehicle maintenance log.

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

3. At the Contractor's expense, the Office on Aging will randomly select vehicles from the Contractor's and subcontractor's fleet to receive an annual vehicle inspection (Attachment F) at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

B. SNEMT VEHICLE STANDARDS

1. The minimum SNEMT Vehicle standards are those of the California Vehicle Code. All SNEMT Vehicles shall meet all applicable standards of the California Vehicle Code. Certain equipment must be present and fully functional as OEM (original equipment manufacturer), as specified in this section. SNEMT Vehicles must be maintained to these standards at all times.

2. Body Condition

   a. No body damage, frame damage, tears or rust holes in the SNEMT vehicle body and/or loose pieces hanging from the SNEMT vehicle body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct alignment to the SNEMT vehicle as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.

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b. The exterior of the SNEMT vehicle shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.

c. The SNEMT vehicle paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, or scratched.

3. Climate Control

a. The air conditioning/heating units shall be functional at all times.

b. The air discharged from the air conditioner interior vent system shall be continuously cool.

c. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing.

d. Systems shall operate on all OEM speeds with no excessive noise.

4. Hubcaps or Wheel covers

a. Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.

5. Interior Condition

a. Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors, and litter.

b. Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done to provide a reasonable match with the existing interior.

c. Door handles and doors shall be intact, clean, and operational. Each door shall be capable of being unlocked and opened from the interior of the SNEMT Vehicle.

d. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.

6. Lights and Lenses

a. Interior lights shall be operational.

b. Light lenses must be OEM, intact and contain no holes or large cracks.

7. Radio

SNEMT vehicles shall be equipped with a two-way radio or cellular phone in working order.

8. Seat Belts

SNEMT vehicle restraint system shall be maintained to OEM specifications and shall be in good working order.

9. Tires

SNEMT vehicles shall be equipped with a jack, tire changing tool, and an inflated spare tire. A Company may be exempted from this requirement upon proof that the Permittee has a contract with a towing company and a policy in place to send another SNEMT Vehicle for the stranded passengers.

10. Windows

a. Front and rear windshield per California Vehicle Code § 26710.

b. Safety glass shall be in all windows.

c. Windows shall be operational as originally designed.

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d. No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

11. Foot Pedal Pads

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

12. Vehicle Age

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

C. RED TAGGED VEHICLES

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

X. PRE-SHIFT AND POST-SHIFT VEHICLE INSPECTIONS

A. VEHICLE DAILY VEHICLE INSPECTION:

1. No SNEMT assigned vehicle will be allowed to carry passengers unless the driver has determined that the vehicle is in good working order. Each driver will perform a pre-shift inspection of the vehicle at the beginning of the shift and a post-shift inspection at the end of the shift.

   A sample of the Vehicle Daily Vehicle Inspection Form is included in Section XI.G

XI. SAMPLE FORMS

A. SNEMT APPLICATION FORM
B. SNEMT CLIENT RELEASE FORM/SNEMT PROGRAM WAIVER FORM
C. USER FEE WAIVER FORM
D. RIDER INSTRUCTIONS AND CLIENT GUIDELINES
E. CLIENT COMPLAINT FORM
F. INCIDENT REPORT FORM
G. VEHICLE DAILY INSPECTION FORM
H. VEHICLE INSPECTION FORM
I. INVOICE TEMPLATE
J. MONTHLY PERFORMANCE REPORT
K. SAMPLE DEMOGRAPHIC REPORT

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A. SAMPLE CLIENT APPLICATION

{CONTRACTOR LETTERHEAD}

SAMPLE
Application for Senior Non-Emergency Medical Transportation Program

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

Last Name: _____First Name: _____ Date: _____

Date of Birth: _____ Age: _____ Male: _____ Female: _____

Address: _____ Apartment/Unit #: _____

City: _____ Zip Code: _____

Home Phone: (___) _____ Cell: (___) _____

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

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

3. Do you require a mobility device or special equipment for transport?
   □Yes □No
   Please check all that apply:
   Cane ____ Walker ____ Wheelchair ____ Scooter ____ Oxygen ____ Other ____
   If yes, are you able to enter/exit the vehicle without your mobility device?
   □Yes □No
   Are you able to transfer from a wheelchair to seat with/without assistance?
   □Yes □No

4. Will a personal care attendant or assistant be traveling with you?
   □Yes □No

5. Do you require door-to-door assistance?
   □Yes □No
   If yes, please describe reasons why:

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

7. How often do you anticipate needing to use the transportation service?
   Weekly_____ Monthly_____ Other _____

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8. Emergency Contact Name: _____

Emergency Contact Relationship:_____

Phone #:_____

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

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

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

_____ _____

Applicant signature **Date**

****

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

How did you hear about the program?

Ethnic background: ☐Asian ☐Black ☐Hispanic ☐White
☐Native American ☐Other

Annual Income per individual: _____

PROGRAM USE ONLY

-
- _____

Referrals to alternative transportation provided:

_____

- Reason referred to OoA I&A:

_____

- Need for follow-up contact:

_____

- Annual Income: ☐At or below AMI ☐Above AMI

_____

- Financial Hardship waiver issued:

_____

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B. SAMPLE CLIENT WAIVER

SNEMT PROGRAM WAIVER

I hereby acknowledge that the transportation is a service provided by _____ and funded by the County of Orange, Office on Aging. I hereby waive the right to make any claims against _____ and the County of Orange, Office on Aging or their officials, employees and volunteers, for any injuries, damages, charges or expenses, including attorney's fees which might be sustained as a result of my participation in the SNEMT Program. I also acknowledge that _____ reserves the right to refuse transportation service.

Please print:
Name: _____ **Date:** _____

Address: _____

City: _____ **Zip Code:** _____

Phone: (____) _____

Client signature: _____

Caregiver signature (*if applicable*): _____

Emergency Contact: _____

Relationship: _____ **Phone:** (____) _____

Please return this form to the Transportation Coordinator, _____ in the enclosed envelope. Services can be scheduled after all forms have been submitted and approved. Confirmation of approval will be mailed within five business days after receipt of completed forms.

**To be filed with documented approval in applicant's file

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C. SAMPLE USER FEE WAIVER

{PROVIDER NAME}

{LOGO}

SENIOR NON-EMERGENCY MEDICAL TRANSPORATION PROGRAM

LOW-INCOME FEE WAIVER

DATE:_____

I, _____, hereby certify that my income is insufficient to allow payment for the $2.00 per trip fee for the {*Provider's Name}* Senior Non-Emergency Medical Transportation Program without placing a financial hardship on my current financial situation. I understand that the approval for a low-income waiver to be granted is based upon review of my current income and other determining factors as deemed appropriate by {*Provider's Name*}.

Printed Participant Name: _____

Participant Signature: _____

Authorization (Office Use Only)

☐ Approved ☐ Disapproved

Justification:_____

_____

Printed Name and Title: _____

Signature: _____

Date: _____

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D. SAMPLE OF RIDER INSTRUCTIONS AND CLIENT GUIDELINES

SNEMT TRANSPORTATION PROGRAM

RIDER INSTRUCTIONS & CLIENT GUIDELINES

- Once you have received your letter of approval for transportation services and your SNEMT identification number, please call (___) _____ to schedule your medical appointment ride.

- Please write down the transportation service line phone number and carry that number with you at all times. Call the number if you miss your scheduled pick-up time.

- Please call 2-3 days prior to your appointment to allow enough time to schedule the ride. Same day or next services are available on a very limited basis. Please call for additional information.

- Please notify the dispatcher of any changes or cancellations as soon as they occur.

- Please have exact change available for the user fee of $2.00 per each one-way trip.

- Please make arrangements for your return trip home when you schedule transportation services. Please allow enough time for weather conditions, disability concerns, traffic patterns and delayed appointments.

- At the time of scheduling a ride, please notify the dispatcher of any special circumstances, disabilities, or caregivers accompanying you on your ride.

- Pick-ups and-drop offs will be door-to-door and/or curb-to-curb as requested and preference must be made known at the time of scheduling your ride.

- Personal care attendants may ride free of charge.

- If you have address or phone number changes, please call the Transportation Coordinator at (___) _____ to report your changes.

- If you have a problem with your transportation services please call the Transportation Coordinator to report the problem.

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- For questions or concerns regarding eligibility or exceptions for service, please call the Transportation Coordinator.
- SNEMT Transportation will not be able to respond to emergency calls. Please call 911 in the event of an emergency.
- Please be ready to board promptly at your scheduled time and please follow driver instructions when boarding or exiting the vehicle.
- Smoking is not permitted in the vehicle.
- The transporting of alcohol is not permitted in the vehicle.
- Appointments will be made on a first-come, first-served basis.
- All transportation services must originate within the Orange County designated service area.
- In order for the SNEMT Program to transport your wheelchair, it must be able to be secured, have brakes in working condition and weigh 600 pounds or less.
- If you need to go to the same place each week on a routine basis, please inform the dispatcher and we can set up a “standing order” for your rides.
- Please keep the dispatch phone number with you when using the transportation service. Call the dispatch phone number if you miss your pick-up or return scheduled time.

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E. SAMPLE CLIENT COMPLAINT FORM

Client's Name:_____ Client I.D.#_____

Address:_____

City:_____ Zip Code:_____

Phone: Home:_____ Message_____

What is the complaint?

_____

_____

_____

_____

Date Report Taken:_____ Time Report Taken:_____

By Phone_____ By Mail_____ In Person_____ By Fax_____ By Other_____

Report Taken By:_____

What is the Action Plan?

_____

_____

_____

_____

What was the Resolution?

_____

_____

_____

_____

Date Client was notified: _____ Was Client Satisfied? ___Yes ___No

How was client notified? Phone___ Mail___ In Person ____Fax____ Other_____

Staff's Signature: _____Date_____

Staff's Signature: _____Date_____

Sent to OoA: _____ Date: _____

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F. SAMPLE INCIDENT REPORT FORM

Date of Incident:_____ Time of Incident:_____

Name of Driver:_____ Vehicle I.D. No:_____

Location of Incident:_____

_____

_____

Nature of Incident:_____

_____

_____

_____

_____

_____

_____

Client Name:_____ Client I.D.#_____

Client Address:_____

City:_____ Zip Code:_____

Phone: Home_____ Message _____

What action was taken?:_____

_____

_____

_____

_____

_____

_____

Does client wish further action?:_____

_____

_____

Report By:_____ Title:_____

Date of Report:_____

Submit report to OoA within 24 hours of incident.

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G. SAMPLE VEHICLE DAILY INSPECTION FORM

Vehicle #:_____ Date:_____

Driver's Name:_____

Mileage: _____ Time of Inspection _____am/pm

Driver: Please take your time and inspect this vehicle thoroughly. Safety is OUR priority. Thank you.

Items to Check	Problem?	Repaired?	Item OK (Please initial)
Tire(s) Pressure			
Engine Oil Level			
Transmission Oil Level			
Coolant Level			
Brake Fluid Level			
Emergency Brake			
Head Light			
Turn Signals			
Brake Lights			
Back-up Lights			
Door Locks			
Mirrors			
Safety Belts			
Heater/A.C.			
Cell Phone/radio			
First Aid Kit			
Thomas Bros. Map			
Transportation Log			

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H. VEHICLE INSPECTION FORM

OFFICE ON AGING
ORANGE COUNTY
Rooted and growing in Aging Services

Date: Maintenance Facility:

Vehicle Type/Year License Plate Number

Vehicle Indentification Number Mileage

Vehicle Capacity: #Passengers: ___ #Wheelchair(s)___

Inspection Item	**Satisfactory**		
	Yes	**No**	**N/A**
1. Tires, pressure, tread wear	☐	☐	
2. Headlights – functional (high/low) and clean	☐	☐	
3. Turn Signals – functional	☐	☐	
4. Horn – functional	☐	☐	
5. Tail/Parking lights – functional and clean		☐	☐
6. Brakes – functional, brake pedal not low		☐	☐
7. Lift or ramp functional	☐	☐	☐
8. Windshield/Wipers/Fluid – functional, clear, full		☐	☐
9. Mirrors – clean, position, clear	☐	☐	
10. Exhaust System – no leaking	☐	☐	
11. Oil/Antifreeze – full	☐	☐	
12. Hoses – good condition		☐	☐
13. Safety Equipment – good condition			
-Fire Extinguisher	☐	☐	
-Flashlight	☐	☐	

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

Recommended Corrective Actions:

Corrective Action Follow-up:

I. SAMPLE INVOICE TEMPLATE

Senior Non-Emergency Medical Transportation Program

To: County of Orange, OC Community Resources
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706
Attn: Accounts Payable

Check Request For:

Service Area:
Contract #

INVOICE:

Month	Year

Invoice Number

BUDGET:
REM. BAL:

Mileage Type	Number of Trips	Total Miles	Rate Per Mile	Month Subtotal	Amounts Invoiced: Previous Contract To Date	Amounts Invoiced: Contract To Date
A. Non-Ambulatory Transportation Services Curb-to-Curb						
B. Non-Ambulatory Transportation Services Door-to-Door						
C. Transportation Services Curb-to-Curb						
D. Transportation Services Door-to-Door						
	0	0.00	N/A			
			Less Project Income Balance:			
			TOTAL REIMBURSEMENT:			

Allowable 1/12th billing per month = $ -

Program Income:	Month Subtotal	Previous To Date	Contract To Date
Client Collections			
Fundraising			
Donations			
Total Cash			
In-Kind Contributions			
Total	**$0.00**	**$0.00**	**$0.00**

Unreimbursed mileage subsidized with contributed funding:

	Rate	*Mileage*	Month Subtotal	Previous To Date	Contract To Date
Trip A					
Trip B					
Trip C					
Trip D					
Total		0.0	**$0.00**	**$0.00**	**$0.00**

Contributed funding for unreimbursed mileage remaining balance = **$0.00**

Authorized Signature **Title** **Date**

FOR COUNTY USE ONLY:

	FUND	DEPT	BUDGET CONTROL	UNIT	OBJ REV BSA	SUB-OBJ SUB-REV SUB-BSA	DEPT OBJ DEPT REV DEPT BSA	JOB NUMBER	AMOUNT
Reimbursable									
Advance/Reversal									
								TOTAL PAYMENT	

Overexpenditure is _____ **for the month**

OVEREXPENDITURE AND EXPENDITURES AUTHORIZED AND APPROVED BY:

APPROVED Auditor-Controller

Authorized Signature **Date** **Deputy**

J. SAMPLE MONTHLY PERFORMANCE REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
MONTHLY PERFORMANCE REPORT

Provider:
Month:

SAMPLE

Line No.		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Performance FY To Date
	ENTIRE SNEMT PROGRAM													
1	**New Unduplicated Clients**													
2	**Total Enrolled Clients**													
3	**Total Clients terminated**													
4	**Total Clients Served**													
5	**Number of Prospective Clients on Wait list**													
6	**Applicants Denied Eligibility**													
7	**Applications Pending**													
	MEASURE M2 TRIPS													
1	**Non Amb. Curb to Curb Number of Multi-passenger Trips**													
2	**Non Amb Door to Door Number of Multi-passenger Trips**													
3	**Amb Curb to Curb Number of Multi-passenger Trips**													
4	**Amb Door to Door Number of Multi-passenger Trips**													
5	**Total Trips Request Denied***													
6	**Total Passengers Transported (clients + caregivers)**													
7	**Total Client Cancelled Trips**													
	TOBACCO SETTLEMENT REVENUE TRIPS													
1	**Non Amb. Curb to Curb Number of Multi-passenger Trips**													
2	**Non Amb Door to Door Number of Multi-passenger Trips**													
3	**Amb Curb to Curb Number of Multi-passenger Trips**													
4	**Amb Door to Door Number of Multi-passenger Trips**													
5	**Total Trips Request Denied***													
6	**Total Passengers Transported (clients + caregivers)**													
7	**Total Client Cancelled Trips**													

No. 1 **New unduplicated clients approved for program**
No. 4 **Number of unduplicated clients served for the month.**
No. 15 **Denials based upon funding capacity.**

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K. SAMPLE DEMOGRAPHIC REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
DEMOGRAPHIC REPORT (M2/TSR Combined)

Provider:
Month:

Line No.	Statistic	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Unduplicated Clients YTD
A	**Total Unduplicated Clients Served***													
	CLIENTS:													
1	Age 60-64			-	-	-								
2	Age 65-74			-	-	-								
3	Age 75-84			-	-	-								
4	Age 85+			-	-	-								
5	**Total Unduplicated Clients Served***			-	-	-								
	ETHNICITY													
6	White			-	-	-								
7	Hispanic			-	-	-								
8	Asian/Pacific Islander			-	-	-								
9	Black/African American			-	-	-								
10	Other			-	-	-								
11	**Total Unduplicated Clients Served***			-	-	-								
	INCOME													
12	At or below 50% Area Median Income			-	-	-								
13	Above 50% Area Median Income			-	-	-								
14	Declined to State*			-	-	-								
15	**Total Unduplicated Clients Served***			-	-	-								

***Number of unduplicated clients served during the month = clients that have used the services within this fiscal year (not previously reported during the fiscal year).**
*Must advise client if not reported than no ability to priortize trips
Lines 5, 11, and 15 must reflect same number on line A

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COMPENSATION/PAYMENT
SNEMT – M2
SERVICE AREA 1 - NORTH

1. **COMPENSATION:**

This is a CONTRACT between the COUNTY and the CONTRACTOR for $**966,910 (FY 2021-22)** as set forth in Attachment A-9. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

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Invoice(s) are to be sent to:

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

4. **INVOICING INSTRUCTIONS:**

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation.

BUDGET
SNEMT – M2
SERVICE AREA 1 – NORTH COUNTY

1. Budget

A. Program Budget

Project Budget Chart Abrazar, Inc.						
	FY 2018-19	FY 2019-20 (Jul – Feb)	FY 2019-20 (Mar – Jun)	FY 2020-21	FY 2021-22 (Jul – Mar)	FY 2021-22 (Apr – Jun)
Contract Amount	$865,021	$912,312		$908,057	$966,910	
Service Area 1: North County	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile
Non-Ambulatory Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Non-Ambulatory Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Total Average Price per Mile (Total/4)	$3.38	$3.38	$6.75	$6.75	$6.75	$3.38
Average Annual Estimated Cost Per Trip	$24.47	$24.47	$24.47	$24.47	$24.47	$24.47

B. Monthly Operating Costs. Payments for monthly work completed shall be made as follows:

i. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor also shall submit an invoice(s) and such other substantiating reports as County may require, including the Program Monthly Performance Report, all in a form satisfactory to County, by the fifteen (15th) day of each month, showing the prior month's actual services provided. If Contractor receives funds pursuant to this Contract for more than one service area, each such service area shall be invoiced separately

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from all other service areas, and separate substantiating reports shall be submitted for each service area. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by County.

ii. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.

iii. Whenever Contractor is not in compliance with any provision of this Contract, County may withhold payment until such time as Contractor comes into compliance.

iv. County also reserves the right to refuse payment to Contractor or to later disallow costs for any expenditure determined by County not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Contractor may be refused until County receives reimbursement for any Contractor outstanding disallowed costs.

v. Total Monthly Costs may exceed one-twelfth of the maximum obligation of County. Upon receipt of sufficient written justification from the Contractor, as determined in the sole discretion of the County, or designee, the County has the discretion, in any given month, to pay over the monthly one-twelfth of the maximum obligation of County as stated in this Attachment C-16 "Budget." Maximum Obligation of County. Notwithstanding the above, the total amount of compensation approved during the term of the Contract shall not exceed the maximum obligation of County as described in Paragraph 4 of this Contract.

C. Full Compensation. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

D. Reallocation of Funds. County reserves the right to reallocate the available program funds to other service areas based on Contractor performance or client demand.

E. Program Income. This is defined as gross income received by Contractor directly generated from client user fees and cash contributions from donations and/or fundraising under the SNEMT Program.

i. Contractor shall comply with all regulations concerning reporting and payment procedures for Program Income.

ii. All Program Income accrued on a monthly basis will be utilized to enhance program services under the SNEMT Program.

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iii. Prior to Contractor receiving monthly reimbursement from County, remaining balance of Program Income will reduce monthly reimbursement by said amount.

F. Temporary Rate Increase Due to COVID-19. This is defined as the negotiated temporary rate increase for each trip type under the program in order to help support transportation services during the COVID-19 pandemic. Effective March 1, 2020 through March 31, 2022, all program expenses related to COVID-19 must be detailed in the Contractor's SNEMT invoices. OoA will provide new invoice templates to help fulfill proper reporting of services rendered during the pandemic.

2. Payment Terms – Payment in Arrears

A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

B. Invoices shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

C. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

3. Price Increase/Decrease:

No price increases will be permitted during the first year of the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. The percentage of any price increase cannot exceed the percentage of increase in the Consumer Price Index for the corresponding time period. On an annual basis or when deemed necessary due to changes in the cost of transportation, the County will evaluate the Bureau of Labor Statistics Los Angeles-Riverside-Orange County Private Transportation Consumer Price Index (CPI) to determine if a cost increase is necessary and warranted. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

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SIXTEENTH AMENDMENT

CONTRACT No. 17-27-0008-M2

BETWEEN THE COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

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

(Funded by Measure M2)

This Amendment to Contract No. 17-27-0008-M2, hereinafter referred to as "Sixteenth Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Abrazar, Inc., DUNS # 803281849, a California non-profit corporation, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract No. 17-27-0008-M2, hereinafter referred to as "original Contract," for the provision of Senior Non-Emergency Medical Transportation Program (SNEMT) in Service Area 3, Central/West County, commencing July 1, 2017 through June 30, 2018 in the amount not to exceed $1,187,310; and

WHEREAS, on January 30, 2018, the Parties executed the First Amendment to the original Contract to increase the Contract by $25,960, for a new maximum obligation of $1,213,270; and updated Paragraph 4 of the Contract; and replaced Attachment A, Scope of Services, with Attachment A1; and replaced Attachment B, Compensation/Payment, with Attachment B-1; and replaced Attachment C, Budget, with Attachment C-1; and

WHEREAS, on June 26, 2018, the Parties executed the Second Amendment to the original Contract to renew the Contract term for an additional two-year period, effective July 1, 2018 through June 30, 2020; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract amount by the monentary amount of $1,124,858 commencing on July 1, 2018 through June 30, 2019 and the monentary amount of $1,156,594 commencing on July 1, 2019 through June 30, 2020 for an aggregate Contract amount not to exceed

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$2,281,452 for a total cumulative Contract amount of $3,494,722; and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Compensation/Payment, with Attachment B-2; and replaced Attachment C-1, Budget, with Attachment C-2; and

WHEREAS, on September 19, 2018, the Parties executed the Third Amendment to decrease the Contract under FY 2017-18 by a monetary amount of $78,270 for a new revised amount of $1,135,000; and increased the Contract amount under FY 2018-19 by the monentary amount of $30,666 for an aggregate Contract amount not to exceed $1,155,524 for a total cumulative Contract amount of $3,447,118; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and

WHEREAS, on November 1, 2019, the County executed the Fourth Amendment to the original Contract to increase the Contract under FY 2019-20 by a monetary amount of $88,065 for a new maximum obligation amount of $1,244,659 and for a new total cumulative Contract amount of $3,535,183; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-3, Budget, with Attachment C-4; and

WHEREAS, on April 7, 2020, the County executed the Fifth Amendment to the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and amended Paragraph 21. Notices, in its entirety; and amended Paragraph S. Change of Ownership, in its entirety; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment C-4, Budget, with Attachment C-5; and

WHEREAS, on May 19, 2020, the County executed the Sixth Amendment to amend the original Contract to renew the Contract term for an additional one-year period, effective July 1, 2020 through June 30, 2021; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract amount by the monentary amount of $1,213,013 commencing on July 1, 2020 through June 30, 2021 for a total cumulative Contract amount of $4,748,196, and replaced Attachment A-5, Scope of Services, with Attachment A-6, replaced Attachment B-4, Compensation/Payment, with Attachment B-5, replaced Attachment C-5, Budget, with Attachment C-6; and

WHEREAS, on August 12, 2020, the County executed the Seventh Amendment to amend the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and replaced Attachment C-6, Budget, with Attachment C-7; and

WHEREAS, on October 14, 2020, the County executed the Eighth Amendment to amend the original Contract to extend the temporary increase in mileage rates through December 31, 2020, with no cost increase to the maximum obligation; and replaced Attachment C-7, Budget, with Attachment C-8; and

WHEREAS, on January 26, 2021, the County executed the Ninth Amendment to amend the original Contract and extended the temporary increase in mileage rates through March 31,

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2021, with no cost increase to the maximum obligation; and replaced Attachment C-8, Budget, with Attachment C-9; and

WHEREAS, on April 27, 2021, the County executed the Tenth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of $1,057,860 under FY 2021-22 for a total cumulative Contract amount of $5,806,056; and replaced Attachment A-6, Scope of Services, with Attachment A-7; and replaced Attachment B-5, Compensation/Payment, with Attachment B-6; and replaced Attachment C-9, Budget, with Attachment C-10; and

WHEREAS, on April 8, 2021, the County executed the Eleventh Amendment to the original Contract and extended the temporary increase to mileage rates for the period of April 1, 2021 through June 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-10, Budget, with Attachment C-11; and

WHEREAS, on August 24, 2021, the County executed the Twelfth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through September 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-11, Budget, with Attachment C-12; and

WHEREAS, on October 12, 2021, the County executed the Thirteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through December 31, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-12, Budget, with Attachment C-13; and

WHEREAS, on January 11, 2022, the County executed the Fourteenth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of $125,000 under FY 2021-22 for a new maximum obligation amount of $1,182,860; and replaced Attachment A-7, Scope of Services, with Attachment A-8; and replaced Attachment B-6, Compensation/Payment, with Attachment B-7; and replaced Attachment C-13, Budget, with Attachment C-14; and

WHEREAS, on January 19, 2022, the County executed the Fifteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of January 1, 2022 through March 31, 2022, with no cost increase to the maximum obligation; and replaced Attachment C-14, Budget, with Attachment C-15; and

WHEREAS, the County now desires to amend the original Contract and increase the Contract by the monetary amount of $213,000 under FY 2021-22 for a new maximum amount of $1,395,860; and replace Attachment A-8, Scope of Services, with Attachment A-9; and replace Attachment B-7, Compensation/Payment, with Attachment B-8; and replace Attachment C-15, Budget, with Attachment C-16; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

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1. The Contract Maximum Obligation, set forth in paragraph 4 of this Contract, is hereby increased during the period of July 1, 2021 through June 30, 2022, by $213,000, for a maximum obligation amount of $1,395,860.

2. Attachment A-8, Scope of Services, shall be replaced with Attachment A-9.

3. Attachment B-7, Compensation/Payment, shall be replaced with Attachment B-8.

4. Attachment C-15, Budget, shall be replaced with Attachment C-16.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Sixteenth Amendment on the dates with their respective signatures:

*ABRAZAR, Inc.

By: DocuSigned by: Mario Ortega CA5455507877494... By: _____

Name: Mario Ortega (Print) Name: _____ (Print)

Title: Chief Executive Officer Title: _____

Dated: 4/14/2022 Dated: _____

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

For Contractors that are not corporations, the person who has authority to bind the Contractor to a Contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dated: _____

Deputized Purchasing Agent
OC Community Resources

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: DocuSigned by: John Cleveland 74000D32EE05437... Dated: 4/14/2022

DEPUTY COUNTY COUNSEL

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

1. CONTRACTOR's SCOPE OF SERVICES

FY 2018-19 Total Units of Service:
- Annual Estimated Number of Miles: 341,871
- Annual Estimated Number of Trips: 58,330

FY 2019-20 Total Units of Service:
- Annual Estimated Number of Miles: 358,880
- Annual Estimated Number of Trips: 61,242

FY 2020-21 Total Units of Service:
- Annual Estimated Number of Miles: 358,880
- Annual Estimated Number of Trips: 61,232

FY 2021-22 Total Units of Service:
- Annual Estimated Number of Miles: 412,976
- Annual Estimated Number of Trips: 70,462

A. Description: the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age sixty (60) and older adults who lack other reasonable means of medical-related transportation. The program utilizes appropriate vehicles on a cost per mile basis. The SNEMT funding comes from Tobacco Settlement Revenues (TSR), and Measure M2, among three (3) Service Areas in the COUNTY.

B. Services pursuant to Attachments A-9 and B-8. CONTRACTOR agrees to provide services as described in this SNEMT Scope of Services in Paragraphs 1 – 17, and SNEMT Policies and Procedures in Paragraph 18, below.

C. These services shall be provided at the firm fixed price fully detailed in the CONTRACTOR's Budget. CONTRACTOR shall operate continuously throughout the term of this CONTRACT with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. CONTRACTOR agrees to submit to COUNTY PROJECT MANAGER, upon request, a list of persons, including employees, sub-contractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

D. Additional services. CONTRACTOR also shall provide the following services to older adults to whom it provides the services described in 1.A.above: With the consent of the older adult, or his or her representative, CONTRACTOR shall bring to the attention

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of appropriate officials for follow-up, conditions or circumstances which place the older adult, or the household of the older adult, in imminent danger. Nothing in this Attachment A-8 shall be construed to limit CONTRACTOR's responsibilities for elder abuse reporting as set forth in Paragraph 41 "F" of this CONTRACT.

E. Coordination of services. CONTRACTOR shall assure that all services funded under this CONTRACT are coordinated with other appropriate services in the community and that services funded under this CONTRACT do not constitute unnecessary duplications of services provided by other sources.

F. Coordination of resources. CONTRACTOR shall work collaboratively with OoA, particularly the Information and Assistance Program (I&A), to ensure that SNEMT clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

2. PERFORMANCE BOND

All CONTRACTORs must either have a minimum of five (5) years' experience in providing services comparable to that in the scope of work, i.e. transporting older adults; or must provide a performance bond in an amount equal to the estimated amount of the CONTRACT within ten COUNTY working days of notification prior to the CONTRACT award. The COUNTY shall return the bond to the CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

3. Confidentiality of Service Recipients

A. Protection from unauthorized disclosure. CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information of service recipients receiving services pursuant to this CONTRACT, and information about, or obtained from said service recipients, except for statistical information not identifying any service recipient.

B. Use of information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this CONTRACT.

C. Transmittal of requests for disclosure. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of identifying information not authorized by the subject of such information.

D. Nondisclosure by CONTRACTOR. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this CONTRACT or authorized by the service recipient, any such identifying information to anyone other than COUNTY or the State of California without prior written authorization from COUNTY or the State, except when subpoenaed by a court.

E. Blanket authorizations or blank releases. CONTRACTOR may allow clients to authorize the release of information to specific entities, but shall not request or encourage any service recipient to give a blanket authorization or sign a blank release, nor shall the CONTRACTOR accept such from any service recipient.

F. Identity. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the service recipient, such as finger or voice print or a photograph.

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G. Furnishing information as required by government CONTRACTs. The provisions of this Section shall not restrict CONTRACTOR's obligation to provide information required under this or any of its other COUNTY, State or federal contracts.

4. Evaluation and Monitoring:

A. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of CONTRACTOR during the term of this CONTRACT at any time during normal business hours.

B. Access to books and records. During normal business hours, CONTRACTOR shall provide access to COUNTY, the federal and State grantor agencies, the Controller General of the United States, and any duly authorized COUNTY, federal or State representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this CONTRACT, for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR shall include this requirement in any subcontracts to be funded in whole or in part by funds provided pursuant to this CONTRACT.

C. Evaluating, monitoring and assessing CONTRACTOR's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate CONTRACTOR's performance pursuant to this CONTRACT. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.

D. CONTRACTOR cooperation. CONTRACTOR shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.

E. Failure to comply. Failure by CONTRACTOR to meet the conditions necessary for an evaluation will be sufficient grounds for COUNTY to withhold and/or delay reimbursement or to terminate this CONTRACT.

5. Definitions:

A. Orange County Office on Aging (OoA), the designated Area Agency on Aging for Orange County.

B. "Information & Assistance [I&A]" means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

C. "Subcontractor" means any entity that furnishes to CONTRACTOR services or supplies relative to this CONTRACT.

D. "COUNTY PROJECT MANAGER" means the COUNTY shall appoint a PROJECT MANAGER to act as a liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with CONTRACTOR.

E. "COUNTY's CONTRACT ADMINISTRATOR" means the "CONTRACT ADMINISTRATOR" who shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.

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6. Overview of Service Delivery Expectations

The purpose of the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age 60 and older adults who lack other reasonable means of medical-related transportation. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis.

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

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

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

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

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

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

7. SNEMT Performance Outcomes

The following Performance Outcomes have been identified for this transportation program:

- To provide older adults with non-emergency medical transportation on a daily, weekly, and/or monthly basis;
- To provide wheelchair accessible services which are safe and reliable;
- To enable older adults to access preventive medical services to maintain and/or improve their overall health;

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- To help older adults decrease hospitalizations and delay premature institutionalization;
- To increase the availability of transportation services to older adults in Orange County; and
- To seek out matching funds through funding streams, donations and or other means of fund leveraging to support ongoing SNEMT services.

8. Service Areas

Geographic service areas represent the North, South and Central/West parts of the County.

- **Area 1**, **North County,** includes the following cities, communities, and County unincorporated areas: Anaheim, Brea, Buena Park, El Modena, Fullerton, La Habra, La Palma, Olinda, Olive, Orange, Orange Hills, Orange Park Acres, Placentia, Villa Park and Yorba Linda.
- **Area 2**, **South County,** includes the following cities, communities, and County unincorporated areas: Aliso Viejo, Coto de Caza, Dana Point, Dove Canyon, Irvine, Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Flores, Mission Viejo, Modjeska Canyon, Newport Beach, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana Heights, Santiago Canyon, Silverado Canyon, and Trabuco Canyon.
- **Area 3**, **Central/West County,** includes the following cities, communities, and County unincorporated areas: Costa Mesa, Cowan Heights, Cypress, Fountain Valley, Garden Grove, Huntington Beach, Lemon Heights, Los Alamitos, Midway City, North Tustin, Rossmoor, Santa Ana, Seal Beach, Stanton, Sunset Beach, Surfside, Tustin, and Westminster.

9. Marketing and Outreach

CONTRACTOR shall identify culturally and linguistically appropriate measures for reaching older adults in need of transportation and determine procedures for implementation of outreach, which may include, but is not limited to, brochures, flyers, and public presentations.

In order to ensure effective collaboration and coordination of services, the CONTRACTOR shall be required to submit drafts of all printed materials related to outreach and marketing of OoA Senior Non-Emergency Medical Transportation Fixed-Price Per Mile Program services to OoA for approval before publication and dissemination.

10. Program Policies and Procedures

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

11. Program Requirements

A. Trip Purpose:

CONTRACTOR will only transport Clients for approved trips for non-emergency medical purposes. Such purposes may include but are not limited to: appointments with medical practitioners, outpatient services, lab testing, dental, vision, rehabilitation

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and therapy, health education, mental health counseling and the securing of prescription drugs and devices. The purpose of the SNEMT Program is to assist the Client to live independently through access to appropriate medical care. All trips that are not medically related are ineligible.

B. Client Fares or User Fees

CONTRACTOR will either charge a $2.00 user fee per one-way trip or obtain donations or contributions equal to $2.00 per one-way trip. A Low Income Waiver may be granted to clients experiencing extenuating financial circumstances.

C. Non-ambulatory Accessible Vehicles

CONTRACTOR shall provide non-ambulatory accessible vehicles as required by the individual needs of the enrolled clients.

D. Trip Length

CONTRACTOR shall provide a maximum trip length not to exceed 15 miles. Trip time will be limited to forty-five minutes maximum. Exceptions to the 15 mile limit include the following destinations:

- Long Beach Veterans Administration Hospital
- Kaiser Lakeview in Anaheim
- Kaiser Anaheim Medical Center in Anaheim
- UCI Medical Center in Orange
- Hoag Hospital Newport Beach
- Hoag Hospital Irvine
- St. Joseph's Hospital in Orange
- Kaiser in Irvine
- Newport Beach Dialysis Center
- Whitaker Wellness Institute in Newport Beach
- Other medical destinations as deemed appropriate by the Office on Aging

Out of COUNTY trips must be within a 10 mile radius of the client's residence, or as approved by the Office on Aging.

E. Trip Limits

Client trips will be limited to 16 one-way trips per client, per month with the ability to exceed trip limit, however the CONTRACTOR may waive the trip limit based on client need. Contractor will provide methodology proposed to track individual client monthly trips to ensure the 16 trip maximum is enforced and to maintain documentation to support trip limit waivers. At the request of the Office on Aging, the CONTRACTOR will implement Client Priority Criteria as outlined in SNEMT Policies and Procedures.

F. Client Satisfaction Surveys

The OoA will conduct an annual multi-language customer satisfaction survey as needed. Results of the survey will be distributed in a report as deemed appropriate by the Office on Aging.

G. Personal Care Attendants

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CONTRACTOR shall not count personal care attendants as individual trips but may count them as a passenger transported. Personal care attendants will not be charged a user fee.

H. Trip Sheets or Route Manifest

CONTRACTOR shall identify methods used to document designated trips, addresses of pick-up and drop off points, clients, miles and times for pick up and drop off, no-shows, and cancellations. CONTRACTOR will maintain trip sheets and route manifests at a program office or facility within Orange County. Trip sheets and route manifests will be subject to review by the OoA.

I. Shared Rides

In the event that multiple passengers can be carried at the same time without any passenger riding for more than 45 minutes, mileage for the shared rides will be determined in the following manner: The shortest possible route distance for each passenger will be determined using scheduling software or a mapping system such as Mapquest® or Google Maps®. The shortest possible route distance for each passenger utilizing the shared ride will be reported on the trip sheet summary included with the monthly invoice.

J. One-Time-Only Funds

One-Time Only funds may be expended solely to provide non-emergency medical transportation baseline services for the SNEMT program.

12. Service Data Collection, Recording and Reporting Requirements

CONTRACTOR shall be required to collect, record, and report data necessary to meet OoA requirements in a manner consistent with the OoA requirements concerning the confidentiality of client names and addresses. Such reports shall be submitted to the OoA on a monthly basis no later than fifteen days following the end of the month for which the report is due. Such reports shall be provided on forms or in a format deemed necessary by the OoA. Other program reports will be due within fifteen days of a written request from the OoA.

CONTRACTOR shall establish procedures to ensure the accuracy and authenticity of the number of eligible clients participating in the program. Such procedures shall be kept on file at the CONTRACTOR's site within Orange County. OoA Senior Non-Emergency Medical Transportation Program records and reports shall be made available for audit, assessment, or inspection by authorized representatives of OoA. Information obtained from a participant's records shall be maintained in a confidential manner.

A. CONTRACTOR SNEMT Database

CONTRACTOR shall be responsible for implementing and maintaining a COUNTY-approved database which shall be used to record and maintain data pertaining to this program, including, but not limited to: client contact information, application data, and travel records for each client approved for participation in the SNEMT Program; operating statistics, such as numbers of passengers per hour and miles per trip;

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financial data and records of grievances and the investigation and resolution thereof. The COUNTY may, at its discretion, modify or add to these data requirements.

B. Program Monthly Performance Report

1. Content

On a monthly basis, a report documenting the services provided, performance and fund expenditure of each contracted transportation program shall be due to the Program Manager.

Monthly Performance Report data will be submitted on the form provided by the Office on Aging, and submitted in electronic form. A separate Monthly Performance Report shall be submitted for each funding source (TSR and M2).

2. Timing & Submission

The Program Monthly Performance Report shall be submitted by email to the designated contract analyst prior to 5:00 p.m. local time on the fifteenth calendar day of the month following the end of the month for which the report is due.

C. Monthly Invoices

1. Content

The monthly invoices shall include a trip sheet summary that tabulates the total client mileage by tenths of a mile for each of the four types of transportation in the Service Area(s) for the month. Each mileage total shall be multiplied by the corresponding mileage rate to determine that month's billing for each transportation type. The four amounts in each Service Area will be added together to determine the total billing for each Service Area for the month. If a CONTRACTOR is providing transportation in more than one Service Area, the CONTRACTOR will provide an individual trip sheet summary and invoice for each Service Area. A separate trip sheet summary and invoice shall be submitted for each funding source (TSR and M2).

CONTRACTOR shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging.

2. Timing & Submission

The Monthly Invoice shall be submitted prior to 5:00 p.m. on the fifteenth calendar day of each month as a printed-paper copy signed in blue ink by an authorized signer and delivered to:

OC Community Resources
601 N. Ross St.

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Santa Ana, CA 92701
Attn: Accounts Payable, 6th Floor

13. Fiscal Requirements

CONTRACTOR shall maintain and submit records, statistical information, and financial reports, including invoices, in a form and format required by the County of Orange or OoA. The format may specify paper or electronic transfer. Monthly reports and invoices shall be submitted no later than fifteen calendar days following the end of the month for which the expenditures were incurred. Other fiscal reports will be due within fifteen calendar days of a written request from the OoA.

CONTRACTOR shall maintain separate accounting records for this program.

14. Service Delivery Requirements.

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

A. Staff Requirements & Policies

CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of SNEMT services. OoA recognizes that a high quality operation begins with key personnel. Therefore, a minimum level of required staffing is described for the positions and functions described below.

1. Program Manager/Director

The program manager/director will be in charge of all management and day-to-day operations of the CONTRACTOR's SNEMT program. The position will maintain consistent and sufficient contact and communication with the OoA and be responsible for all CONTRACT obligations.

2. Transportation Coordinator

The transportation coordinator will be responsible for interactions with the community in programs related to senior transportation, assessing older adult clients for program enrollment, referring seniors to alternative transportation services, coordinating SNEMT trips for eligible clients, tracking required statistical data, marketing the program services and record keeping for the program.

3. Drivers

Drivers must meet the following minimum standards:

- Must be legally licensed and certified, as appropriate, for the vehicle being operated.
- Drivers operating buses shall have a valid Class B license with a P endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, State, or local

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regulations.

- Drivers operating taxicabs must be certified through OCTAP.
- Must be in good standing with the DMV and not have more than two (2) moving violations within the thirty-six (36) month period preceding operation of the SNEMT service.
- Drivers cannot have a Motor Vehicle Record that contains any two point violation; or has outstanding failure to appear or failure to pay violations.
- Must be able to speak, understand, and read English.
- Drivers are required to treat all passengers with respect and courtesy.

4. Reservations, Scheduling, Dispatch and Routing

a. Reservations and Scheduling

CONTRACTOR shall provide qualified and trained personnel to answer and properly respond to all telephone, facsimile and TDD calls for SNEMT trip reservations, cancellations, ride check status, service inquiries, and general information requests.

When calls are received from non-English speaking clients, bilingual staff or an appropriate translation service (such as the ATT Language Line) shall be used.

The assigned scheduling staff will also review, coordinate and adjust all vehicle itineraries prior to the service day, initiate call-backs of SNEMT passengers as needed to adjust scheduled services, monitor and coordinate service resources to maximize system efficiency and performance, track cancellations and no-shows.

CONTRACTOR staff responsible to take reservations shall be on duty during the hours of 8:00 A.M. to 5:00 P.M. on weekdays. Contractor shall assign staff to be on-duty to handle cancellations and ride check status calls during the hours of 7:00 A.M. to 6:00 P.M. on weekdays. During periods when reservations staff are busy and during non-office hours, cancellations may also be taken by voice mail or other telephone message device.

b. Dispatching

CONTRACTOR shall provide qualified and trained personnel to:

- Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- Assist drivers while they are in service to carry out the assigned trips on-time, providing address assistance and telephoning passengers as needed;
- Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and,
- Ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are

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handled and performed in accordance with OoA policies and procedures.

Dispatching staff are to be on-duty from the time the first SNEMT vehicle is in service until the last SNEMT vehicle is out of service.

Dispatch staff will also ensure that:

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

  The OoA "no stranded passengers" policy is enforced.

B. Telephone and Radio Systems

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

CONTRACTOR shall maintain all communications equipment in good working order.

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

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

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

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

C. Computer System

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

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

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

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D. Routing

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

15. Vehicle Operations

A. Driver Trip Sheets and Mileage

OoA will approve the trip sheet format for the SNEMT program which will be developed by CONTRACTOR. Mileage readings on the Driver's Trip Sheet will indicate the actual per trip miles from pick-up point to drop-off point. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves and at the first scheduled pick-up. The ending odometer readings will be recorded at the time of the last drop off and upon returning to the yard or vehicle resting location.

Driver Trip Sheets will at a minimum also include:

- Passenger name, scheduled time and address of pick-up
- Actual time driver arrived at location of pick-up
- Address of passenger drop-off
- Actual time driver dropped off passenger
- No Shows and trip cancellations, should they apply
- Any unscheduled trips or stops that may occur

CONTRACTOR shall organize and file trip sheets by date. All original trip sheets will be maintained by the CONTRACTOR and kept within an Orange County location for review by OoA during normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. A Trip Sheet Summary will be sent to the OoA with the Monthly Report and invoice by the 15th calendar day of the following month.

B. Vehicles

CONTRACTOR will provide a sufficient number of vehicles and drivers to deliver services and meet the requirements of the program. This number will be determined by the scheduling of trips and the capacity of the vehicles proposed for this service. Determination of the number of vehicles required to provide these services is the responsibility of the CONTRACTOR.

CONTRACTOR shall provide sufficient vehicles for back-up due to breakdowns or accidents and on-street driver relief as needed.

CONTRACTORS proposing to use taxis must comply with OCTAP regulations and must provide accessible services to passengers upon request. (OCTAP regulations can be found at: http://www.octap.net/regulations.pdf).

Taxi vehicles must be certified through OCTAP.

C. Facilities, Vehicles & Vehicle Maintenance Services

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I. Vehicle Inspection

CONTRACTOR shall establish an inspection procedure that ensures that each vehicle that is in service is inspected before first pick-up and at the end of each service day. CONTRACT shall maintain records of the inspections at the program office for review at the discretion of the OoA.

II. Facilities and Vehicle Maintenance

SNEMT services shall be operated from a facility provided by CONTRACTOR. Vehicle maintenance shall be provided by CONTRACTOR staff or CONTRACTOR's vendor. CONTRACTOR shall conduct vehicle maintenance and repair operations so that a sufficient number of vehicles are available during operating hours to meet the client demand for transportation.

III. Administrative and Clerical Office Space

CONTRACTOR shall provide administrative and clerical office space suitable to accommodate the personnel necessary to operate the SNEMT service and to maintain and keep all necessary data and records. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the SNEMT service.

IV. Reservations, Scheduling and Dispatch Office Space

CONTRACTOR shall provide reservations, scheduling and dispatch office space suitable to accommodate the personnel necessary to operate the reservations, scheduling and dispatch functions of the SNEMT service. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the reservations, scheduling and dispatch functions of the SNEMT service.

V. Transportation Coordinator Office Space

Suitable office space shall be dedicated and functionally organized to accommodate the Transportation Coordinator, allowing for confidential conversations to take place with potential clients and security of client applications or data containing personal client information.

VI. Maintenance Facilities

CONTRACTOR shall comply with OSHA regulations. CONTRACTOR will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations. Contractor shall comply with all State Water Resources Control Board Nonpoint Source (NPS) Pollution Control Plan requirements under the Federal Clean Water Act.

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks required. CONTRACTOR is required to provide all

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necessary fuels, lubricants, materials, parts and labor for the maintenance of SNEMT vehicles.

If vehicles with a capacity of ten or more passengers are used to provide SNEMT services, the CONTRACTOR shall ensure that the ten-or-more passenger vehicles meet all standards required to pass a CHP Terminal Inspection. Ten-or-more passenger vehicles shall receive and pass a yearly CHP Terminal Inspection.

CONTRACTORS may use a third party for maintenance.

At the CONTRACTOR's expense, the Office on Aging will randomly select vehicles from the CONTRACTOR's and subcontractor's fleet to receive an annual vehicle inspection at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

VII. Red Tagged Vehicles

The OoA may, during normally scheduled monitoring visits, or, as a follow-up to a client complaint, inspect any vehicles used by CONTRACTOR to transport clients. If, in the opinion of the OoA, a vehicle does not meet OoA safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by CONTRACTOR and verified by OoA.

A vehicle may be "red tagged" by OoA if any of the following occurs:

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects, bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Coolant leaks
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts
- Any noncompliance with Federal Motor Vehicle Safety Standards and

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other governing agency safety, vehicle operations regulations
- Any other safety or maintenance item which may endanger the safety of SNEMT clients

VIII. Vehicle Cleanliness

To facilitate customer service, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

Daily Vehicle Cleanliness Standards:

Interior vehicle cleaning will be done on a daily basis with the exterior being washed at a minimum weekly or as needed. Daily cleaning will include:

- Clean inside of all windows, remove fingerprints and head prints
- Remove dust from seats and dashboards
- Sweep or vacuum all floor areas, mop up any spills
- Ensure vehicle is free from all paper, gum, and debris, etc.
- Repair any damaged seats
- Remove any graffiti
- Ensure wheelchair securements and passenger restraints are clean and serviceable

IX. Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure continuity of service.

16. Office on Aging Oversight and Management.

Oversight of the SNEMTCONTRACTOR's operations and program performance and processing of monthly invoices will be administered by OoA. CONTRACTOR will be monitored and evaluated by the OoA contracts staff and Auditor/Controller staff annually or at any time the OoA staff determines it is required to ensure quality and safety of the program.

17. Client Transfers to Subsequent Contractor.

In the event that an existing service provider of SNEMT services will not be receiving a CONTRACT award as a result of this solicitation, that provider shall be required to transfer its clients to the new CONTRACTORS(s) in its respective Service Area.

Any new CONTRACTORS(s) must cooperatively participate in the transition of clients currently enrolled in the SNEMT programs. The transition of clients will occur in the 30 to 45 day period of time prior to the current SNEMT CONTRACT expiration date of June 30, 2018. New CONTRACTOR(s) shall participate in the seamless transition of SNEMT services to existing clients currently in SNEMT programs.

During a transition of clients, OoA staff will conduct several meetings with the ending and new CONTRACTORS to discuss specific operations, transfer of client records, client notification procedures, and the time frame in which these must occur.

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18. SNEMT Policy and Procedures

Senior Non-Emergency Medical Transportation Program

Policies and Procedures

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A. SNEMT CLIENT ELIGIBILITY CRITERIA

I. CLIENT ELIGIBILITY

The Senior Non-Emergency Medical Transportation Program has been developed to provide non-emergency medical transportation to medical services for older adults who have no other reasonable means of transportation.

a. Client Eligibility Requirements:

i. Must be at least 60 years of age and reside in Orange County

ii. Must reside in a designated Service Area served by Contractor

iii. Client must have completed the application process prior to receiving services

b. Clients shall be notified by mail when the application is approved.

II. CLIENT PRIORITY CRITERIA

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

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

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

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

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III. CLIENT PRIORITY CATEGORIES

a. Priority 1: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and in need of the following medically related trips:

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

b. Priority 2: Individuals who are:

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

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

c. Priority 3: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and are in need of the following medically related trips:

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

d. Priority 4: Individuals who are:

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

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

e. Priority 5: Individuals who are:

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

- Health education
- Disease management

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B. APPLICATION, ENROLLMENT AND REFERRAL PROCEDURES

I. APPLICATION PROCESS

a. Upon receipt of referral, the Transportation Coordinator (TC) will contact the applicant and inform the applicant of the application process and the program services.

b. Applicant will be asked how much his annual income is to determine income status. A low income waiver for trip fares may be offered to clients experiencing extenuating financial circumstances.

c. SNEMT Application form will be mailed to applicant. User Fee Waiver form will also be mailed as needed. Forms may be faxed or e-mailed to applicant if he has access to fax or e-mail.
A sample of the User Fee Waiver Form is included in Section XI.C.

II. When completed application form is received, the application will be reviewed for:

a. Geographic limitations or service area restrictions
b. Eligibility of service request as a medically related trip
c. Ambulatory/non-ambulatory requirements
d. Existing transportation resources

III. Applicant will be informed of eligibility status within 5 days of return of application.

IV. Eligible applicants will be assigned a SNEMT client ID number. Confirmation letter, program guidelines and program fact sheet will be mailed to approved applicants.

V. Referred applicants not meeting eligibility criteria will be referred to OoA Information and Assistance (800) 510-2020, if the SNEMT program cannot assist the client in finding other transportation options.

A sample SNEMT Application Form is included in Section XI.A.

C. RIDER INSTRUCTIONS AND CLIENT GUIDELINES

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

D. TRANSPORTATION PROGRAM SERVICE HOURS

1. The Transportation Coordinator services and program office hours will be available Monday through Friday from 8:00 am to 5:00 pm.

2. Transportation services will be available Monday through Friday from 7:00 am to 6:00 pm.

3. Transportation is not available on the following official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall notify the Office on Aging in writing regarding any additional holidays to be observed by the Contractor's SNEMT program.

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4. Transportation is not available on weekends, unless the SNEMT program Provider is willing to provide trips under exceptional circumstances, at their own discretion.

E. USE OF WAITING LISTS

1. Once maximum trip capacity has been reached, it will be necessary to create a list of new clients waiting for an opening in the program.

2. A waiting list is only for older adults who have completed the SNEMT application process and are eligible to use the transportation program. Those who are not eligible to use the program will not be placed on a waiting list.

3. A waiting list will be formed only when program trip capacity has been reached. Participants on the waiting list will be reviewed monthly by the TC to determine status and potential timeline for being removed from the list.

4. Participants will be transferred from the Waiting List to the Active Client List in the following order:

   First: Those individuals who require priority trips due to medical conditions;

   Second: Those individuals with multiple illnesses; and,

   Third: Remaining individuals.

5. On a quarterly basis, the TC will monitor trip histories of enrolled individuals and contact those individuals who have not used the program in the previous six month period. TC will determine continuation or termination of the individual to control program capacity and reduce use of a waiting list.

F. OoA INFORMATION & ASSISTANCE (I&A) DEPARTMENT RESOURCES

1. Developing a partnering relationship with Information and Assistance (I&A) is critical as it is the central clearinghouse for information on all services and programs for older adults in Orange County. Contractor must develop an understanding of I&A's referring mechanism, both to SNEMT and other services.

2. Instruct staff to refer clients to the (800) 510-2020 number if it appears that they may need information on other services, including, but not limited to, caregiving assistance; congregate and home delivered meals; case management; non-SNEMT transportation; in-home services; health services; housing; legal assistance; health insurance; financial assistance; ethnic services; products and services for the disabled population; social activities and exercise venues.

3. To encourage and maintain an open dialogue, contact the I&A Manager for any issues having to do with I&A.

G. CLIENT TERMINATION OR SUSPENSION POLICY

1. Program must notify Office on Aging, in writing and in advance, when terminating or suspending a client from the SNEMT programs.

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2. Clients will be notified in writing of the reason for the termination or suspension and when it is effective. A copy of the notice shall be maintained in the client file.

3. Client termination or suspension from the program is at the discretion of the SNEMT program provider, and may be necessary should any of the following situations occur:

   a. Abuse of the No-Show policy (3 no-shows within a 30 day period)
   b. Utilizing SNEMT for purposes other than medically related trips.

4. Providers shall retain client files for all clients who have been removed from the program, so that in the event that they should re-apply at a later date, their previous eligibility can be verified before beginning the process of re-applying for SNEMT services. These files are subject to the same storage requirements pertaining to the Provider's records specified in the Contract.

H. CLIENT RELEASES

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

III. TRIP SCHEDULING INSTRUCTIONS

A. DEMAND RESPONSIVE RESERVATIONS

1. The following client information is required to schedule rides:
   a. Name & SNEMT I.D. number
   b. Phone Number
   c. City of residence
   d. Date and time of appointment and return ride
   e. Name, address and phone of where client needs to go

2. Handle telephone requests and inquiries so as to maximize customer service, giving timely, accurate and courteous service.

3. Carry out trip reservation activities in a manner which will maximize SNEMT productivity.

4. Remind client of pick-up window time and determine if client requires door-to-door service.

B. SCHEDULING

1. Receive, approve and process requests for service. Review and refine daily trip itineraries. Assess distances and routing to ensure efficient travel patterns. Initiate client call backs regarding any trip discrepancies and or schedule changes.

2. Define, monitor and analyze fleet performance and adjust resource allocations or service schedules to meet changing time and travel patterns.

3. Track cancellations and no-shows, summarizing activity each month.

C. DISPATCHING

1. Dispatchers will schedule and assign drivers and vehicles in accordance with the trips scheduled for each day;

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2. Dispatchers will assist drivers while they are in service to carry out the assigned trips on time by providing address assistance and telephoning passengers as needed.
3. Dispatchers will monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner.
4. Dispatchers will provide continuous monitoring of assigned radio frequencies during all hours that vehicles are in service, answer and respond to telephone calls on the Ride Status line, and respond to calls from drivers and OoA staff.

D. SNEMT NO SHOW POLICY

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

    Each client's No-Shows will be tracked monthly and recorded in client file.

E. CANCELLATION NOTICE

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

F. NO PASSENGER STRANDED POLICY

1. Under no circumstances will an SNEMT client be stranded at a drop off point. At the time of the ride reservation the scheduler/dispatcher will confirm the need for a round trip and schedule

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accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of back-up systems will ensure the trip is provided.

G. INELIGIBLE TRIPS

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

IV. EMERGENCY PROCEDURES

A. ACCIDENT/INCIDENT REPORTING AND FOLLOW UP

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

   A sample of the Incident Report Form is included in Section XI.F.

B. PROCEDURES FOR EMERGENCIES

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

1. Flat-tire(s) or Engine breakdown:
   a. Driver must bring vehicle to a safe stop and location.

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b. Driver must call Dispatch to send another vehicle to pick up client(s) in order to drive them to their destination(s).

c. Driver should stay with client(s) and the vehicle until help arrives.

d. If unable to fix/repair, call towing service.

2. Fire:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to remove client(s) to closest safe area.

c. Driver to call 911.

d. Driver to call the Dispatcher.

e. Driver to attempt to contain fire (If safe to do so) using fire extinguisher located in the vehicle.

f. TC to notify OoA of incident and file written report.

3. Earthquake:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to assess situation and contact Dispatcher.

c. Dispatcher to provide driver with instructions.

d. Keep client(s) in vehicle unless vehicle is in jeopardy.

e. Remain calm and reassure client.

f. If necessary, move client out of the vehicle and to the closest safe area.

g. Do not touch fallen or damaged electrical wires.

h. Dispatcher to contact/inform the manager of SNEMT program.

i. Dispatcher to file formal report to the OoA within 24 hours of incident.

4. Client Emergency Situations:

a. Driver to observe client's medical status/needs.

b. Driver to stop vehicle and park vehicle in safe location and turn off engine.

c. Driver to call 911 for emergency assistance with falls, breathing and heart problems or choking.

d. Driver to call Dispatcher to inform and/or request assistance and guidance.

e. Emergency treatment (including CPR) may be initiated by certified and trained drivers only, until arrival of paramedics or other qualified healthcare provider.

f. Paramedics or other emergency personnel will be responsible for transfer of patient to appropriate facility.

g. Driver to complete incident form and give to Dispatcher within 24 hours.

h. Dispatcher to report incident to manager.

i. Manager will notify OoA Program Administrator.

V. CLIENT COMPLAINT PROCEDURES

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

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1. Client calls SNEMT provider with complaint or provider receives complaint from third party and contacts client.
2. TC will document client's issues on the complaint form (sample in Section XI.E) and notify appropriate parties.
3. TC will follow up with client's concerns and establish a plan of action within 2 business days.
4. TC will document resolution of issue on the complaint form.
5. TC will inform client of corrective steps taken within 3 business days and ensure client is satisfied.
6. TC and manager will review and sign complaint form.
7. Completed complaint form is placed in locked client file.
8. TC will report unresolved client complaints to manager for guidance and resolution.
9. TC will notify OoA Program Administrator of client's complaint and plan of action within five working days of receipt of complaint.

VI. DATABASE PROCEDURES

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

A. DRIVER'S TRIP SHEETS

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

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k. Drop-off time

l. Odometer mileage reading at place of drop-off

m. Client's signature

n. User Fee Collected/Not Collected

5. This information, except for client's signature, will be entered into the client database.

B. CLIENT FOLDERS

1. Transportation Coordinator (TC) shall maintain file folders for each SNEMT client in a manner to ensure client confidentiality. Each Client Folder shall contain:

   a. The client's signed application form with approval date and TC's initials

   b. User Fee Waiver Form (if used)

   c. Copy of client's confirmation letter

   d. Copy of any client complaints and resolution of complaint

   e. Copies of all correspondence to and from client

   f. Notes pertaining to client, such as, but not limited to: client's transportation requirements; client's transportation preferences; names and addresses and phone numbers of client's doctors, dentist, optometrist, pharmacy, and labs; other OoA administered programs in which the client is enrolled; and, any additional information that could assist the TC and drivers when serving the client.

C. CLIENT DATABASE

1. The TC shall ensure that all clients' data is stored in a secure computer database for easy access. Client trip histories may be kept in a separate, secure computer database.

2. Back-up of database(s) shall be performed weekly at a minimum. Database back-up may be performed more often, as needed.

3. Database shall be designed so that all the data required for Contractor's SNEMT Reports will be recorded.

4. Only authorized staff will have access to database to ensure confidentiality of client records.

VII. REPORTING PROCEDURES

A. DAILY OPERATIONS REPORTING

1. Information from vehicle operations shall be recorded daily on the driver's trip sheets. Cash fares will be totaled and reconciled on the driver's trip sheet.

2. The information recorded on the trip sheets shall be reviewed by Contractor staff for errors and completeness and entered in the Contractor's SNEMT database.

B. MONTHLY REPORTING

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

A sample of the Monthly Performance Report Form is included in Section XI.J.

Data elements will be included on the monthly invoice and the trip sheets, including:

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1. The number of trips of each type provided and mileage for each trip type will be totaled from the SNEMT database. The total number of trips for each of the four trip types and the total mileage for each of the four trip types will be entered into a Microsoft Excel spreadsheet invoice form supplied by the OoA.
2. Cash fares collected shall be totaled, retained by the Contractor, and entered on the Contractor's monthly invoice.
3. The monthly trip history data shall be uploaded to a secured server to OoA in Microsoft Excel format within fifteen working days of month of service. Original trip sheets/trip tickets shall be retained by the Contractor.
4. Contractor shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging..
5. Additional performance indicators may be requested by OoA. The Monthly Performance Report and Demographic Report Form will be accompanied by an electronic copy of the recorded Trip Sheet data for the month just completed. All data collected by the Contractor shall be available upon request for audit and inspection by OoA.

   A sample of the Monthly Performance Report Form is included in Section XI.J.

   A sample of the Demographic Report Form is included in Section XI.K.

VIII. DRIVER AND STAFFING POLICIES

A. BACK-UP SYSTEMS

1. Contractor shall maintain substitute or back-up staff and drivers to support daily SNEMT services and scheduled trips. Back-up systems will be in place to handle road assistance calls from drivers, to relieve drivers if they become sick, to relieve drivers for family emergencies, and relieve drivers who are deemed inappropriate or unsafe by either the SNEMT provider or OoA. Back-up systems will be in place to support the dispatcher and the TC in their absence.

B. DRIVER DRESS AND APPEARANCE STANDARD

1. Appropriate attire that conveys a professional image will be worn by all drivers when operating a vehicle in SNEMT service. Clothing must remain in good repair, and not appear damaged or worn out.
2. Drivers will be required to adhere to grooming and appearance standards, such as but not limited to the following:
   a. Clothing must be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned;
   b. Beards must be clean and neatly trimmed;
   c. Shoes or boots must cover the foot completely and be in good repair, polished and cleaned.

C. DRIVER TOOLS

1. The SNEMT drivers shall have all tools and equipment necessary to perform all the duties of an SNEMT driver. Driver equipment will include, but not be limited to, a current Thomas Guide or equivalent map book of the operating area, manifests (trip sheets), clipboards, pens, and

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pencils. Drivers are also required to be equipped with an operable and accurate time piece at all times.

D. PERSONNEL POLICIES

1. The Contractor shall have in effect personnel policies that conform to all State and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Cal OSHA, Worker's Compensation, and other regulations as appropriate.
2. The Contractor shall maintain at all times a current list of personnel assigned to the SNEMT Contract and provide the OoA Program Administrator with an updated roster of all drivers each month.
3. Employees may not have weapons in their possession or in SNEMT vehicles.
4. Contractor shall maintain a smoke free work environment. There is no smoking allowed in SNEMT vehicles or anywhere in SNEMT facilities.
5. SNEMT Contractors shall maintain a Zero Tolerance Policy for inappropriate behavior between passengers or between passenger and driver. Allegations of sexual misconduct, lewd behavior, or sexual harassment made by any client must be reported to the OoA staff immediately. Should the Contractor receive notification from other than OoA that an employee is allegedly involved in a criminal activity including, but not limited to, sexual misconduct, lewd behavior, or sexual harassment, the Contractor shall notify OoA's Program Administrator immediately as well as local police or Orange County Sheriff's Department.
6. The Contractor must have established standards for recruitment and hiring of drivers.
7. OoA retains the right to review Contractor's personnel policies and the list of personnel assigned to the SNEMT Contract. Proposed changes in key personnel or job duties shall be subject to review and approval by OoA.

E. REMOVAL OF DRIVERS

1. OoA may require that any driver be removed from transporting SNEMT clients for excessive complaints, rudeness, or other inappropriate behavior or appearance. OoA has a Zero Tolerance Policy with regard to misconduct or inappropriate contact between vehicle operators and passengers, and if an allegation of this nature is received, Contractor shall remove the driver from service immediately pending resolution of the allegation to OoA's satisfaction.
2. Any driver receiving three or more valid customer complaints within a rolling 30-day period will be subject to a thirty (30) day probation period. During this period, OoA will evaluate whether a driver is suitable for service.
3. OoA will notify the Contractor, in writing, If any driver is determined unsuitable. Within ten days of receipt of such notice, Contractor shall, at its sole discretion, either propose to replace the driver or present to OoA a plan for correcting the driver's performance deficiencies within a 30-day period thereafter. If either OoA rejects the plan or the driver's performance deficiencies are not corrected to OoA's satisfaction within the 30-day plan period, the Contractor shall immediately replace the driver.

F. DRIVER FEEDBACK

1. Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have on-going mechanisms, including monthly driver meetings to capitalize on driver feedback.

G. LOST AND FOUND

1. Policies for handling of lost and found personal effects shall be as follows:

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a. Drivers shall check their vehicles after each trip for items left on board. If lost items are found, the driver is to contact their dispatch and inform them of the lost item. At the end of the shift, the driver will fill out a Lost and Found report and turn in the lost item to the dispatcher.

b. Dispatcher will receive the item along with the Lost and Found report from the driver and contact the passengers from that day's schedule to determine if item belongs to them.

c. All lost and found items with a value of greater than $10.00 must be secured at the SNEMT provider's facility for a period of not less than 90 days.

d. Disposal of unclaimed items other than cash after the 90 days will be reported to OoA with copies of the lost and found reports.

H. DRIVER TRAINING AND SAFETY PROGRAMS

1. Vehicle Operator Training

a. Contractor shall be responsible for all training of vehicle drivers on service policies, passenger needs and overview of SNEMT services.

b. Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by the Contractor.

2. Training Standards

a. Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the SNEMT contract in a manner that conforms to all State and local laws and assures OoA's operational objectives below are met.
- Provide SNEMT services which are safe and reliable
- Provide SNEMT services which will maximize customer service
- Provide SNEMT services in a manner which will maximize productivity

b. The driver training course must occur prior to drivers providing SNEMT trips and consists of each driver receiving, at a minimum, instruction which includes but is not limited to:
- A review of applicable laws and regulations
- Defensive and safe driving
- Behind-the-wheel training in all types of vehicles to be operated under this Contract
- Safe vehicle operations
- OoA's policies and procedures for SNEMT services
- Empathy training - for the proper interaction and transport of older adult passengers
- Procedures for the provision of curb-to-curb and door-to-door services, including training on passenger assistance
- Lift/wheelchair tie-down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices
- Operation of radio equipment (voice and data) in accordance with federal, State and local regulations
- Hands-on training using the radio and/or other communication devices, and if applicable, mobile data terminals
- Customer service training

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- Fare collection and trip counting
- Thomas Brothers guide map reading
- Mandatory refresher training for drivers with repeated and accumulated minor infractions
- Monitoring and inspection of drivers' Motor Vehicle records at least every six (6) months through participation in the California Department of Motor Vehicles Pull Notice Program
- Promotion and reinforcement of driving and safety principles by Contractor management and supervisory staffs, policies and programs

3. OoA reserves the right to revise the Contractor's training program(s) in order to comply with federal, State, or local laws regarding driver certification or level of training requirements.

IX. VEHICLE MAINTENANCE SCHEDULE AND STANDARDS

A. PREVENTIVE MAINTENANCE SCHEDULE

1. Preventive maintenance will be performed on each vehicle at the levels and intervals recommended by the vehicle manufacturer. Reports of preventive maintenance shall be maintained in a vehicle maintenance log.

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

3. At the Contractor's expense, the Office on Aging will randomly select vehicles from the Contractor's and subcontractor's fleet to receive an annual vehicle inspection (Attachment F) at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

B. SNEMT VEHICLE STANDARDS

1. The minimum SNEMT Vehicle standards are those of the California Vehicle Code. All SNEMT Vehicles shall meet all applicable standards of the California Vehicle Code. Certain equipment must be present and fully functional as OEM (original equipment manufacturer), as specified in this section. SNEMT Vehicles must be maintained to these standards at all times.

2. Body Condition

   a. No body damage, frame damage, tears or rust holes in the SNEMT vehicle body and/or loose pieces hanging from the SNEMT vehicle body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct alignment to the SNEMT vehicle as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.

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b. The exterior of the SNEMT vehicle shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.

c. The SNEMT vehicle paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, or scratched.

3. Climate Control

a. The air conditioning/heating units shall be functional at all times.

b. The air discharged from the air conditioner interior vent system shall be continuously cool.

c. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing.

d. Systems shall operate on all OEM speeds with no excessive noise.

4. Hubcaps or Wheel covers

a. Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.

5. Interior Condition

a. Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors, and litter.

b. Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done to provide a reasonable match with the existing interior.

c. Door handles and doors shall be intact, clean, and operational. Each door shall be capable of being unlocked and opened from the interior of the SNEMT Vehicle.

d. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.

6. Lights and Lenses

a. Interior lights shall be operational.

b. Light lenses must be OEM, intact and contain no holes or large cracks.

7. Radio

SNEMT vehicles shall be equipped with a two-way radio or cellular phone in working order.

8. Seat Belts

SNEMT vehicle restraint system shall be maintained to OEM specifications and shall be in good working order.

9. Tires

SNEMT vehicles shall be equipped with a jack, tire changing tool, and an inflated spare tire. A Company may be exempted from this requirement upon proof that the Permittee has a contract with a towing company and a policy in place to send another SNEMT Vehicle for the stranded passengers.

10. Windows

a. Front and rear windshield per California Vehicle Code § 26710.

b. Safety glass shall be in all windows.

c. Windows shall be operational as originally designed.

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d. No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

11. Foot Pedal Pads

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

12. Vehicle Age

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

C. RED TAGGED VEHICLES

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

X. PRE-SHIFT AND POST-SHIFT VEHICLE INSPECTIONS

A. VEHICLE DAILY VEHICLE INSPECTION:

1. No SNEMT assigned vehicle will be allowed to carry passengers unless the driver has determined that the vehicle is in good working order. Each driver will perform a pre-shift inspection of the vehicle at the beginning of the shift and a post-shift inspection at the end of the shift.

   A sample of the Vehicle Daily Vehicle Inspection Form is included in Section XI.G

XI. SAMPLE FORMS

A. SNEMT APPLICATION FORM
B. SNEMT CLIENT RELEASE FORM/SNEMT PROGRAM WAIVER FORM
C. USER FEE WAIVER FORM
D. RIDER INSTRUCTIONS AND CLIENT GUIDELINES
E. CLIENT COMPLAINT FORM
F. INCIDENT REPORT FORM
G. VEHICLE DAILY INSPECTION FORM
H. VEHICLE INSPECTION FORM
I. INVOICE TEMPLATE
J. MONTHLY PERFORMANCE REPORT
K. SAMPLE DEMOGRAPHIC REPORT

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A. SAMPLE CLIENT APPLICATION

{CONTRACTOR LETTERHEAD}

SAMPLE
Application for Senior Non-Emergency Medical Transportation Program

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

Last Name: _____First Name: _____ Date: _____

Date of Birth: _____ Age: _____ Male: _____ Female: _____

Address: _____ Apartment/Unit #: _____

City: _____ Zip Code: _____

Home Phone: (___) _____ Cell: (___) _____

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

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

3. Do you require a mobility device or special equipment for transport?
   □Yes □No
   Please check all that apply:
   Cane ____ Walker ____ Wheelchair ____ Scooter ____ Oxygen ____ Other ____
   If yes, are you able to enter/exit the vehicle without your mobility device?
   □Yes □No
   Are you able to transfer from a wheelchair to seat with/without assistance?
   □Yes □No

4. Will a personal care attendant or assistant be traveling with you?
   □Yes □No

5. Do you require door-to-door assistance?
   □Yes □No
   If yes, please describe reasons why:

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

7. How often do you anticipate needing to use the transportation service?
   Weekly_____ Monthly_____ Other _____

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8. Emergency Contact Name: _____

Emergency Contact Relationship:_____

Phone #:_____

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

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

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

_____ _____

Applicant signature **Date**

****

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

How did you hear about the program?

Ethnic background: ☐Asian ☐Black ☐Hispanic ☐White
☐Native American ☐Other

Annual Income per individual: _____

PROGRAM USE ONLY

-
- _____

Referrals to alternative transportation provided:

_____

- Reason referred to OoA I&A:

_____

- Need for follow-up contact:

_____

- Annual Income: ☐At or below AMI ☐Above AMI

_____

- Financial Hardship waiver issued:

_____

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B. SAMPLE CLIENT WAIVER

SNEMT PROGRAM WAIVER

I hereby acknowledge that the transportation is a service provided by _____ and funded by the County of Orange, Office on Aging. I hereby waive the right to make any claims against _____ and the County of Orange, Office on Aging or their officials, employees and volunteers, for any injuries, damages, charges or expenses, including attorney's fees which might be sustained as a result of my participation in the SNEMT Program. I also acknowledge that _____ reserves the right to refuse transportation service.

Please print:
Name: _____ **Date:** _____

Address: _____

City: _____ **Zip Code:** _____

Phone: (____) _____

Client signature: _____

Caregiver signature (*if applicable*): _____

Emergency Contact: _____

Relationship: _____ **Phone:** (____) _____

Please return this form to the Transportation Coordinator, _____ in the enclosed envelope. Services can be scheduled after all forms have been submitted and approved. Confirmation of approval will be mailed within five business days after receipt of completed forms.

**To be filed with documented approval in applicant's file

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C. SAMPLE USER FEE WAIVER

{PROVIDER NAME}

{LOGO}

SENIOR NON-EMERGENCY MEDICAL TRANSPORATION PROGRAM

LOW-INCOME FEE WAIVER

DATE:_____

I, _____, hereby certify that my income is insufficient to allow payment for the $2.00 per trip fee for the {*Provider's Name}* Senior Non-Emergency Medical Transportation Program without placing a financial hardship on my current financial situation. I understand that the approval for a low-income waiver to be granted is based upon review of my current income and other determining factors as deemed appropriate by {*Provider's Name*}.

Printed Participant Name: _____

Participant Signature: _____

Authorization (Office Use Only)

☐ Approved ☐ Disapproved

Justification:_____

_____

Printed Name and Title: _____

Signature: _____

Date: _____

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D. SAMPLE OF RIDER INSTRUCTIONS AND CLIENT GUIDELINES

SNEMT TRANSPORTATION PROGRAM

RIDER INSTRUCTIONS & CLIENT GUIDELINES

- Once you have received your letter of approval for transportation services and your SNEMT identification number, please call (___) _____ to schedule your medical appointment ride.

- Please write down the transportation service line phone number and carry that number with you at all times. Call the number if you miss your scheduled pick-up time.

- Please call 2-3 days prior to your appointment to allow enough time to schedule the ride. Same day or next services are available on a very limited basis. Please call for additional information.

- Please notify the dispatcher of any changes or cancellations as soon as they occur.

- Please have exact change available for the user fee of $2.00 per each one-way trip.

- Please make arrangements for your return trip home when you schedule transportation services. Please allow enough time for weather conditions, disability concerns, traffic patterns and delayed appointments.

- At the time of scheduling a ride, please notify the dispatcher of any special circumstances, disabilities, or caregivers accompanying you on your ride.

- Pick-ups and-drop offs will be door-to-door and/or curb-to-curb as requested and preference must be made known at the time of scheduling your ride.

- Personal care attendants may ride free of charge.

- If you have address or phone number changes, please call the Transportation Coordinator at (___) _____ to report your changes.

- If you have a problem with your transportation services please call the Transportation Coordinator to report the problem.

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- For questions or concerns regarding eligibility or exceptions for service, please call the Transportation Coordinator.
- SNEMT Transportation will not be able to respond to emergency calls. Please call 911 in the event of an emergency.
- Please be ready to board promptly at your scheduled time and please follow driver instructions when boarding or exiting the vehicle.
- Smoking is not permitted in the vehicle.
- The transporting of alcohol is not permitted in the vehicle.
- Appointments will be made on a first-come, first-served basis.
- All transportation services must originate within the Orange County designated service area.
- In order for the SNEMT Program to transport your wheelchair, it must be able to be secured, have brakes in working condition and weigh 600 pounds or less.
- If you need to go to the same place each week on a routine basis, please inform the dispatcher and we can set up a “standing order” for your rides.
- Please keep the dispatch phone number with you when using the transportation service. Call the dispatch phone number if you miss your pick-up or return scheduled time.

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E. SAMPLE CLIENT COMPLAINT FORM

Client's Name:_____ Client I.D.#_____

Address:_____

City:_____ Zip Code:_____

Phone: Home:_____ Message_____

What is the complaint?

_____

_____

_____

_____

Date Report Taken:_____ Time Report Taken:_____

By Phone_____ By Mail_____ In Person_____ By Fax_____ By Other_____

Report Taken By:_____

What is the Action Plan?

_____

_____

_____

_____

What was the Resolution?

_____

_____

_____

_____

Date Client was notified: _____ Was Client Satisfied? ___Yes ___No

How was client notified? Phone___ Mail___ In Person ____Fax____ Other_____

Staff's Signature: _____Date_____

Staff's Signature: _____Date_____

Sent to OoA: _____ Date: _____

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F. SAMPLE INCIDENT REPORT FORM

Date of Incident:_____ Time of Incident:_____

Name of Driver:_____ Vehicle I.D. No:_____

Location of Incident:_____

_____

_____

Nature of Incident:_____

_____

_____

_____

_____

_____

_____

Client Name:_____ Client I.D.#_____

Client Address:_____

City:_____ Zip Code:_____

Phone: Home_____ Message _____

What action was taken?:_____

_____

_____

_____

_____

_____

_____

Does client wish further action?:_____

_____

_____

Report By:_____ Title:_____

Date of Report:_____

Submit report to OoA within 24 hours of incident.

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G. SAMPLE VEHICLE DAILY INSPECTION FORM

Vehicle #:_____ Date:_____

Driver's Name:_____

Mileage: _____ Time of Inspection _____am/pm

Driver: Please take your time and inspect this vehicle thoroughly. Safety is OUR priority. Thank you.

Items to Check	Problem?	Repaired?	Item OK (Please initial)
Tire(s) Pressure			
Engine Oil Level			
Transmission Oil Level			
Coolant Level			
Brake Fluid Level			
Emergency Brake			
Head Light			
Turn Signals			
Brake Lights			
Back-up Lights			
Door Locks			
Mirrors			
Safety Belts			
Heater/A.C.			
Cell Phone/radio			
First Aid Kit			
Thomas Bros. Map			
Transportation Log			

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H. VEHICLE INSPECTION FORM

OFFICE ON AGING
ORANGE COUNTY
Rooted and growing in Aging Services

Date: Maintenance Facility:

Vehicle Type/Year License Plate Number

Vehicle Indentification Number Mileage

Vehicle Capacity: #Passengers: ___ #Wheelchair(s)___

Inspection Item	**Satisfactory**		
	Yes	**No**	**N/A**
1. Tires, pressure, tread wear	☐	☐	
2. Headlights – functional (high/low) and clean	☐	☐	
3. Turn Signals – functional	☐	☐	
4. Horn – functional	☐	☐	
5. Tail/Parking lights – functional and clean		☐	☐
6. Brakes – functional, brake pedal not low		☐	☐
7. Lift or ramp functional	☐	☐	☐
8. Windshield/Wipers/Fluid – functional, clear, full		☐	☐
9. Mirrors – clean, position, clear	☐	☐	
10. Exhaust System – no leaking	☐	☐	
11. Oil/Antifreeze – full	☐	☐	
12. Hoses – good condition		☐	☐
13. Safety Equipment – good condition			
-Fire Extinguisher	☐	☐	
-Flashlight	☐	☐	

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

Recommended Corrective Actions:

Corrective Action Follow-up:

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I. SAMPLE INVOICE TEMPLATE

Senior Non-Emergency Medical Transportation Program

To: County of Orange, OC Community Resources
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706
Attn: Accounts Payable

Check Request For:

Service Area:
Contract #

INVOICE:

Month	Year

Invoice Number

BUDGET:
REM. BAL:

Mileage Type	Number of Trips	Total Miles	Rate Per Mile	Month Subtotal	Amounts Invoiced: Previous Contract To Date	Amounts Invoiced: Contract To Date
A. Non-Ambulatory Transportation Services Curb-to-Curb						
B. Non-Ambulatory Transportation Services Door-to-Door						
C. Transportation Services Curb-to-Curb						
D. Transportation Services Door-to-Door						
	0	0.00	N/A			
			Less Project Income Balance:			
			TOTAL REIMBURSEMENT:			

Allowable 1/12th billing per month = $ -

Program Income:	Month Subtotal	Previous To Date	Contract To Date
Client Collections			
Fundraising			
Donations			
Total Cash			
In-Kind Contributions			
Total	**$0.00**	**$0.00**	**$0.00**

Unreimbursed mileage subsidized with contributed funding:

	Rate	*Mileage*	Month Subtotal	Previous To Date	Contract To Date
Trip A					
Trip B					
Trip C					
Trip D					
	Total	0.0	**$0.00**	**$0.00**	**$0.00**

Contributed funding for unreimbursed mileage remaining balance = **$0.00**

Authorized Signature **Title** **Date**

FOR COUNTY USE ONLY:

	FUND	DEPT	BUDGET CONTROL	UNIT	OBJ REV BSA	SUB-OBJ SUB-REV SUB-BSA	DEPT OBJ DEPT REV DEPT BSA	JOB NUMBER	AMOUNT
Reimbursable									
Advance/Reversal									
								TOTAL PAYMENT	

Overexpenditure is _____ **for the month**

OVEREXPENDITURE AND EXPENDITURES AUTHORIZED AND APPROVED BY:

APPROVED Auditor-Controller

Authorized Signature **Date** **Deputy**

J. SAMPLE MONTHLY PERFORMANCE REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
MONTHLY PERFORMANCE REPORT

Provider:
Month:

SAMPLE

Line No.		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Performance FY To Date
	ENTIRE SNEMT PROGRAM													
1	**New Unduplicated Clients**													
2	**Total Enrolled Clients**													
3	**Total Clients terminated**													
4	**Total Clients Served**													
5	**Number of Prospective Clients on Wait list**													
6	**Applicants Denied Eligibility**													
7	**Applications Pending**													
	MEASURE M2 TRIPS													
1	**Non Amb. Curb to Curb Number of Multi-passenger Trips**													
2	**Non Amb Door to Door Number of Multi-passenger Trips**													
3	**Amb Curb to Curb Number of Multi-passenger Trips**													
4	**Amb Door to Door Number of Multi-passenger Trips**													
5	**Total Trips Request Denied***													
6	**Total Passengers Transported (clients + caregivers)**													
7	**Total Client Cancelled Trips**													
	TOBACCO SETTLEMENT REVENUE TRIPS													
1	**Non Amb. Curb to Curb Number of Multi-passenger Trips**													
2	**Non Amb Door to Door Number of Multi-passenger Trips**													
3	**Amb Curb to Curb Number of Multi-passenger Trips**													
4	**Amb Door to Door Number of Multi-passenger Trips**													
5	**Total Trips Request Denied***													
6	**Total Passengers Transported (clients + caregivers)**													
7	**Total Client Cancelled Trips**													

No. 1 **New unduplicated clients approved for program**
No. 4 **Number of unduplicated clients served for the month.**
No. 15 **Denials based upon funding capacity.**

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K. SAMPLE DEMOGRAPHIC REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
DEMOGRAPHIC REPORT (M2/TSR Combined)

Provider:
Month:

Line No.	Statistic	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Unduplicated Clients YTD
A	**Total Unduplicated Clients Served***													
	CLIENTS:													
1	Age 60-64			-	-	-								
2	Age 65-74			-	-	-								
3	Age 75-84			-	-	-								
4	Age 85+			-	-	-								
5	**Total Unduplicated Clients Served***			-	-	-								
	ETHNICITY													
6	White			-	-	-								
7	Hispanic			-	-	-								
8	Asian/Pacific Islander			-	-	-								
9	Black/African American			-	-	-								
10	Other			-	-	-								
11	**Total Unduplicated Clients Served***			-	-	-								
	INCOME													
12	At or below 50% Area Median Income			-	-	-								
13	Above 50% Area Median Income			-	-	-								
14	Declined to State*			-	-	-								
15	**Total Unduplicated Clients Served***			-	-	-								

***Number of unduplicated clients served during the month = clients that have used the services within this fiscal year (not previously reported during the fiscal year).**
*Must advise client if not reported than no ability to priortize trips
Lines 5, 11, and 15 must reflect same number on line A

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

1. **COMPENSATION:**

This is a CONTRACT between the COUNTY and the CONTRACTOR for **$1,395,860 (FY 2021-22)** as set forth in Attachment A-9. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

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Invoice(s) are to be sent to:

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

4. **INVOICING INSTRUCTIONS:**

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation.

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BUDGET
SNEMT – M2
SERVICE AREA 3 – CENTRAL/WEST

1. CONTRACTOR's BUDGET

A. Program Budget

Project Budget Chart Abrazar, Inc.						
	FY 2018-19	FY 2019-20 (Jul – Feb)	FY 2019-20 (Mar– Jun)	FY 2020-21	FY 2021-22 (Jul – Mar)	FY 2021-22 (Apr – Jun)
Contract Amount	$1,155,524	$1,244,659		$1,213,013	$1,395,860	
Service Area 3: Central/West County	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile
Non-Ambulatory Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Non-Ambulatory Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Total Average Price per Mile (Total/4)	$3.38	$3.38	$6.75	$6.75	$6.75	$3.38
Average Annual Estimated Cost Per Trip	19.81	19.81	$19.81	$19.81	$19.81	19.81

B. Monthly Operating Costs. Payments for monthly work completed shall be made as follows:

i. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor also shall submit an invoice(s) and such other substantiating reports as County may require, including the Program Monthly Performance Report, all in a form satisfactory to County, by the fifteen (15th) day of each month, showing the prior month's actual services provided. If Contractor receives funds pursuant to this Contract for more

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than one service area, each such service area shall be invoiced separately from all other service areas, and separate substantiating reports shall be submitted for each service area. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by County.

ii. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.

iii. Whenever Contractor is not in compliance with any provision of this Contract, County may withhold payment until such time as Contractor comes into compliance.

iv. County also reserves the right to refuse payment to Contractor or to later disallow costs for any expenditure determined by County not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Contractor may be refused until County receives reimbursement for any Contractor outstanding disallowed costs.

v. Total Monthly Costs may exceed one-twelfth of the maximum obligation of County. Upon receipt of sufficient written justification from the Contractor, as determined in the sole discretion of the County, or designee, the County has the discretion, in any given month, to pay over the monthly one-twelfth of the maximum obligation of County as stated in this Attachment C-16 "Budget.". Maximum Obligation of County. Notwithstanding the above, the total amount of compensation approved during the term of the Contract shall not exceed the maximum obligation of County as described in Paragraph 4 of this Contract.

C. Full Compensation. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

D. Reallocation of Funds. County reserves the right to reallocate the available program funds to other service areas based on Contractor performance or client demand.

E. Program Income. This is defined as gross income received by Contractor directly generated from client user fees and cash contributions from donations and/or fundraising under the SNEMT Program.

i. Contractor shall comply with all regulations concerning reporting and payment procedures for Program Income.

ii. All Program Income accrued on a monthly basis will be utilized to enhance program services under the SNEMT Program.

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iii. Prior to Contractor receiving monthly reimbursement from County, remaining balance of Program Income will reduce monthly reimbursement by said amount.

F. Temporary Rate Increase Due to COVID-19. This is defined as the negotiated temporary rate increase for each trip type under the program in order to help support transportation services during the COVID-19 pandemic. Effective March 1, 2021 through March 31, 2022, all program expenses related to COVID-19 must be detailed in the Contractor's SNEMT invoices. OoA will provide new invoice templates to help fulfill proper reporting of services rendered during the pandemic.

2. Payment Terms – Payment in Arrears

A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

B. Invoices shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

C. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

3. Price Increase/Decrease:

No price increases will be permitted during the first year of the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. The percentage of any price increase cannot exceed the percentage of increase in the Consumer Price Index for the corresponding time period. On an annual basis or when deemed necessary due to changes in the cost of transportation, the County will evaluate the Bureau of Labor Statistics Los Angeles-Riverside-Orange County Private Transportation Consumer Price Index (CPI) to determine if a cost increase is necessary and warranted. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

~~FIFTEENTH~~ SIXTEENTH AMENDMENT

CONTRACT No. 17-27-0001-M2

BETWEEN THE COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION SERVICES –
SERVICE AREA 1 – NORTH COUNTY

(Funded by Measure M2)

This Amendment to Contract No. 17-27-0001-M2, hereinafter referred to as "~~Fifteenth~~ Sixteenth Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Abrazar, Inc., DUNS # 803281849, a California non-profit corporation, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract No. 17-27-0001-M2, hereinafter referred to as "original Contract," for the provision of Senior Non-Emergency Medical Transportation Program (SNEMT) in Service Area 1, North County, commencing July 1, 2017 through June 30, 2018 in the amount not to exceed $888,816; and

WHEREAS, on January 30, 2018, the County executed the First Amendment to the original Contract to increase the Contract by $19,433, for a new maximum obligation of $908,249, updated Paragraph 4 of the Contract; and replaced Attachment A, Scope of Services, with Attachment A1; and replaced B, Compensation/Payment, with Attachment B-1; and replaced Attachment C, Budget, with Attachment C-1; and

WHEREAS, on June 26, 2018, the County executed the Second Amendment to the original Contract to renew the Contract term for an additional two-year period, effective July 1, 2018 through June 30, 2020; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract amount by the monentary amount of of $842,064 commencing on July 1, 2018 through June 30, 2019 and the monentary amount of $865,821 commencing on July 1, 2019 through June 30, 2020 for an aggregate Contract amount not to exceed $1,707,885

for a total cumulative Contract amount of $2,616,134; and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Compensation/Payment, with Attachment B-2; and replaced Attachment C-1, Budget, with Attachment C-2; and

WHEREAS, on September 20, 2018, the County executed the Third Amendment to increase the Contract amount by the monetary amount of $22,957 under FY 2018-19 for an aggregate Contract amount not to exceed $865,021 and for a total cumulative Contract amount of $2,639,091; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and

WHEREAS, on November 4, 2019, the County executed the Fourth Amendment to increase the Contract by the monetary amount of $46,491 under FY 2019-20 for a new maximum obligation amount of $912,312 and for a new total cumulative Contract amount of $2,685,582; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-3, Budget, with Attachment C-4; and

WHEREAS, on April 7, 2020, the County executed the Fifth Amendment to the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and amended Paragraph 21. Notices, in its entirety; and amended Paragraph S. Change of Ownership, in its entirety; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment C-4, Budget, with Attachment C-5; and

WHEREAS, on May 19, 2020, the County executed the Sixth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2020 through June 30, 2021; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of $908,057 under FY 2020-21 for a total cumulative Contract amount of $3,593,639; and replaced Attachment A-5, Scope of Services, with Attachment A-6; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-5, Budget, with Attachment C-6; and

WHEREAS, on August 12, 2020, the County executed the Seventh Amendment to amend the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and replaced Attachment C-6, Budget, with Attachment C-7; and

WHEREAS, on October 14, 2020, the County executed the Eighth Amendment to amend the original Contract to extend the temporary increase to mileage rates through December 31, 2020, with no cost increase to the maximum obligation; and replaced Attachment C-7, Budget, with Attachment C-8; and

WHEREAS, on January 26, 2021, the County executed the Ninth Amendment to amend the original Contract and extended the temporary increase to mileage rates through March 31, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-8, Budget, with Attachment C-9; and

WHEREAS, on April 27, 2021, the County executed the Tenth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of $791,910 under FY 2021-22 for a total cumulative Contract amount of $4,385,549; and replaced Attachment A-6, Scope of Services, with Attachment A-7; and replaced Attachment B-5, Compensation/Payment, with Attachment B-6; and replaced Attachment C-9, Budget, with Attachment C-10; and

WHEREAS, on April 8, 2021, the County executed the Eleventh Amendment to the original Contract and extended the temporary increase to mileage rates for the period of April 1, 2021 through June 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-10, Budget, with Attachment C-11; and

WHEREAS, on August 24, 2021, the County executed the Twelfth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through September 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-11, Budget, with Attachment C-12; and

WHEREAS, on October 12, 2021, the County executed the Thirteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through December 31, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-12, Budget, with Attachment C-13; and

WHEREAS, on January 11, 2022, the County executed the Fourteenth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of $75,000 under FY 2021-22 for a new maximum obligation amount of $866,910; and replaced Attachment A-7, Scope of Services, with Attachment A-8; and replaced Attachment B-6, Compensation/Payment, with Attachment B-7; and replaced Attachment C-13, Budget, with Attachment C-14; and

WHEREAS, on January 19, 2022, the County ~~now desires to amend~~executed the Fifteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of January 1, 2022 through March 31, 2022; with no cost increase to the maximum obligation; and replaced Attachment C-14, Budget, with Attachment C-15; and

WHEREAS, the County now desires to amend the original Contract and increase the Contract by the monetary amount of $100,000 under FY 2021-22 for a new maximum amount of $966,910; and replace Attachment A-8, Scope of Services, with Attachment A-9; and replace Attachment B-7, Compensation/Payment, with Attachment B-8; and replace Attachment C-15, Budget, with Attachment C-16; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Contract Maximum Obligation, set forth in paragraph 4 of this Contract, is hereby increased during the period of July 1, 2021 through June 30, 2022, by $100,000, for a maximum obligation amount of $966,910.

2. Attachment A-8, Scope of Services, shall be replaced with Attachment A-9.

3. Attachment B-7, Compensation/Payment, shall be replaced with Attachment B-8.

~~1.~~4. Attachment C-~~14~~15, Budget, shall be replaced with Attachment C-~~15~~16.

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Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this ~~Fifteenth~~ Sixteenth Amendment on the dates with their respective signatures:

*ABRAZAR, Inc.

By: _____ By: _____

Name: _____ Name: _____
(Print) (Print)

Title: _____ Title: _____

Dated: _____ Dated: _____

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

For Contractors that are not corporations, the person who has authority to bind the Contractor to a Contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dated: _____

Deputized Purchasing Agent~~Dylan Wright, Director~~
OC Community Resources

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: _____ Dated: _____
DEPUTY COUNTY COUNSEL

SCOPE OF SERVICES
SNEMT – M2
SERVICE AREA 1 - NORTH

1. CONTRACTOR's SCOPE OF SERVICES

FY 2018-19 Total Units of Service:
- Annual Estimated Number of Miles: 255,923
- Annual Estimated Number of Trips: 35,350

FY 2019-20 Total Units of Service:
- Annual Estimated Number of Miles: 268,656
  Annual Estimated Number of Trips: 37,107

FY 2020-21 Total Units of Service:
- Annual Estimated Number of Miles: 268,656
- Annual Estimated Number of Trips: 37,109

FY 2021-22 Total Units of Service:
- Annual Estimated Number of Miles: ~~256,482~~286,068
- Annual Estimated Number of Trips: ~~35,427~~39,514

A. Description: the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age sixty (60) and older adults who lack other reasonable means of medical-related transportation. The program utilizes appropriate vehicles on a cost per mile basis. The SNEMT funding comes from Tobacco Settlement Revenues (TSR), and Measure M2, among three (3) Service Areas in the COUNTY.

B. Services pursuant to Attachments A-~~8~~ 9 and B-~~7~~8. CONTRACTOR agrees to provide services as described in this SNEMT Scope of Services in Paragraphs 1 – 17, and SNEMT Policies and Procedures in Paragraph 18, below.

C. These services shall be provided at the firm fixed price fully detailed in the CONTRACTOR's Budget. CONTRACTOR shall operate continuously throughout the term of this CONTRACT with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. CONTRACTOR agrees to submit to COUNTY PROJECT MANAGER, upon request, a list of persons, including employees, sub-contractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

D. Additional services. CONTRACTOR also shall provide the following services to older adults to whom it provides the services described in 1.A. above: With the consent of

the older adult, or his or her representative, CONTRACTOR shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older adult, or the household of the older adult, in imminent danger. Nothing in this Attachment A-8 shall be construed to limit CONTRACTOR's responsibilities for elder abuse reporting as set forth in Paragraph 41 "F" of this CONTRACT.

E. Coordination of services. CONTRACTOR shall assure that all services funded under this CONTRACT are coordinated with other appropriate services in the community and that services funded under this CONTRACT do not constitute unnecessary duplications of services provided by other sources.

F. Coordination of resources. CONTRACTOR shall work collaboratively with OoA, particularly the Information and Assistance Program (I&A), to ensure that SNEMT clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

2. PERFORMANCE BOND

All CONTRACTORs must either have a minimum of five (5) years' experience in providing services comparable to that in the scope of work, i.e. transporting older adults; or must provide a performance bond in an amount equal to the estimated amount of the CONTRACT within ten COUNTY working days of notification prior to the CONTRACT award. The COUNTY shall return the bond to the CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

3. Confidentiality of Service Recipients

A. Protection from unauthorized disclosure. CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information of service recipients receiving services pursuant to this CONTRACT, and information about, or obtained from said service recipients, except for statistical information not identifying any service recipient.

B. Use of information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this CONTRACT.

C. Transmittal of requests for disclosure. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of identifying information not authorized by the subject of such information.

D. Nondisclosure by CONTRACTOR. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this CONTRACT or authorized by the service recipient, any such identifying information to anyone other than COUNTY or the State of California without prior written authorization from COUNTY or the State, except when subpoenaed by a court.

E. Blanket authorizations or blank releases. CONTRACTOR may allow clients to authorize the release of information to specific entities, but shall not request or encourage any service recipient to give a blanket authorization or sign a blank release, nor shall the CONTRACTOR accept such from any service recipient.

F. Identity. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the service recipient, such as finger or voice print or a photograph.

G. Furnishing information as required by government CONTRACTs. The provisions of this Section shall not restrict CONTRACTOR's obligation to provide information required under this or any of its other COUNTY, State or federal contracts.

4. Evaluation and Monitoring:

A. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of CONTRACTOR during the term of this CONTRACT at any time during normal business hours.

B. Access to books and records. During normal business hours, CONTRACTOR shall provide access to COUNTY, the federal and State grantor agencies, the Controller General of the United States, and any duly authorized COUNTY, federal or State representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this CONTRACT, for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR shall include this requirement in any subcontracts to be funded in whole or in part by funds provided pursuant to this CONTRACT.

C. Evaluating, monitoring and assessing CONTRACTOR's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate CONTRACTOR's performance pursuant to this CONTRACT. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.

D. CONTRACTOR cooperation. CONTRACTOR shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.

E. Failure to comply. Failure by CONTRACTOR to meet the conditions necessary for an evaluation will be sufficient grounds for COUNTY to withhold and/or delay reimbursement or to terminate this CONTRACT.

5. Definitions:

A. Orange County Office on Aging (OoA), the designated Area Agency on Aging for Orange County.

B. "Information & Assistance [I&A]" means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

C. "Subcontractor" means any entity that furnishes to CONTRACTOR services or supplies relative to this CONTRACT.

D. "COUNTY PROJECT MANAGER" means the COUNTY shall appoint a PROJECT MANAGER to act as a liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with CONTRACTOR.

E. "COUNTY's CONTRACT ADMINISTRATOR" means the "CONTRACT ADMINISTRATOR" who shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.

6. Overview of Service Delivery Expectations

The purpose of the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age 60 and older adults who lack other reasonable means of medical-related transportation. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis.

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

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

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

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

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

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

7. SNEMT Performance Outcomes

The following Performance Outcomes have been identified for this transportation program:

- To provide older adults with non-emergency medical transportation on a daily, weekly, and/or monthly basis;
- To provide wheelchair accessible services which are safe and reliable;
- To enable older adults to access preventive medical services to maintain and/or improve their overall health;

- To help older adults decrease hospitalizations and delay premature institutionalization;
- To increase the availability of transportation services to older adults in Orange County; and
- To seek out matching funds through funding streams, donations and or other means of fund leveraging to support ongoing SNEMT services.

8. Service Areas

Geographic service areas represent the North, South and Central/West parts of the County.

- **Area 1**, **North County,** includes the following cities, communities, and County unincorporated areas: Anaheim, Brea, Buena Park, El Modena, Fullerton, La Habra, La Palma, Olinda, Olive, Orange, Orange Hills, Orange Park Acres, Placentia, Villa Park and Yorba Linda.
- **Area 2**, **South County,** includes the following cities, communities, and County unincorporated areas: Aliso Viejo, Coto de Caza, Dana Point, Dove Canyon, Irvine, Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Flores, Mission Viejo, Modjeska Canyon, Newport Beach, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana Heights, Santiago Canyon, Silverado Canyon, and Trabuco Canyon.
- **Area 3**, **Central/West County,** includes the following cities, communities, and County unincorporated areas: Costa Mesa, Cowan Heights, Cypress, Fountain Valley, Garden Grove, Huntington Beach, Lemon Heights, Los Alamitos, Midway City, North Tustin, Rossmoor, Santa Ana, Seal Beach, Stanton, Sunset Beach, Surfside, Tustin, and Westminster.

9. Marketing and Outreach

CONTRACTOR shall identify culturally and linguistically appropriate measures for reaching older adults in need of transportation and determine procedures for implementation of outreach, which may include, but is not limited to, brochures, flyers, and public presentations.

In order to ensure effective collaboration and coordination of services, a CONTRACTOR shall be required to submit drafts of all printed materials related to outreach and marketing of OoA Senior Non-Emergency Medical Transportation Fixed-Price Per Mile Program services to OoA for approval before publication and dissemination.

10. Program Policies and Procedures

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

11. Program Requirements

A. Trip Purpose:

CONTRACTOR will only transport Clients for approved trips for non-emergency medical purposes. Such purposes may include but are not limited to: appointments with medical practitioners, outpatient services, lab testing, dental, vision, rehabilitation

and therapy, health education, mental health counseling and the securing of prescription drugs and devices. The purpose of the SNEMT Program is to assist the Client to live independently through access to appropriate medical care. All trips that are not medically related are ineligible.

B. Client Fares or User Fees

CONTRACTOR will either charge a $2.00 user fee per one-way trip or obtain donations or contributions equal to $2.00 per one-way trip. A Low Income Waiver may be granted to clients experiencing extenuating financial circumstances.

C. Non-ambulatory Accessible Vehicles

CONTRACTOR shall provide non-ambulatory accessible vehicles as required by the individual needs of the enrolled clients.

D. Trip Length

CONTRACTOR shall provide a maximum trip length not to exceed 15 miles. Trip time will be limited to forty-five minutes maximum. Exceptions to the 15 mile limit include the following destinations:

- Long Beach Veterans Administration Hospital
- Kaiser Lakeview in Anaheim
- Kaiser Anaheim Medical Center in Anaheim
- UCI Medical Center in Orange
- Hoag Hospital Newport Beach
- Hoag Hospital Irvine
- St. Joseph's Hospital in Orange
- Kaiser in Irvine
- Newport Beach Dialysis Center
- Whitaker Wellness Institute in Newport Beach
- Other medical destinations as deemed appropriate by the Office on Aging

Out of COUNTY trips must be within a 10 mile radius of the client's residence, or as approved by the Office on Aging.

E. Trip Limits

Client trips will be limited to 16 one-way trips per client, per month with the ability to exceed trip limit, however the CONTRACTOR may waive the trip limit based on client need. Contractor will provide methodology proposed to track individual client monthly trips to ensure the 16 trip maximum is enforced and to maintain documentation to support trip limit waivers. At the request of the Office on Aging, the CONTRACTOR will implement Client Priority Criteria as outlined in SNEMT Policies and Procedures.

F. Client Satisfaction Surveys

The OoA will conduct an annual multi-language customer satisfaction survey as needed. Results of the survey will be distributed in a report as deemed appropriate by the Office on Aging.

G. Personal Care Attendants

CONTRACTOR shall not count personal care attendants as individual trips but may count them as a passenger transported. Personal care attendants will not be charged a user fee.

H. Trip Sheets or Route Manifest

CONTRACTOR shall identify methods used to document designated trips, addresses of pick-up and drop off points, clients, miles and times for pick up and drop off, no-shows, and cancellations. CONTRACTOR will maintain trip sheets and route manifests at a program office or facility within Orange County. Trip sheets and route manifests will be subject to review by the OoA.

I. Shared Rides

In the event that multiple passengers can be carried at the same time without any passenger riding for more than 45 minutes, mileage for the shared rides will be determined in the following manner: The shortest possible route distance for each passenger will be determined using scheduling software or a mapping system such as Mapquest® or Google Maps®. The shortest possible route distance for each passenger utilizing the shared ride will be reported on the trip sheet summary included with the monthly invoice.

J. One-Time-Only Funds

One-Time Only funds may be expended solely to provide non-emergency medical transportation baseline services for the SNEMT program.

12. Service Data Collection, Recording and Reporting Requirements

CONTRACTOR shall be required to collect, record, and report data necessary to meet OoA requirements in a manner consistent with the OoA requirements concerning the confidentiality of client names and addresses. Such reports shall be submitted to the OoA on a monthly basis no later than fifteen days following the end of the month for which the report is due. Such reports shall be provided on forms or in a format deemed necessary by the OoA. Other program reports will be due within fifteen days of a written request from the OoA.

CONTRACTOR shall establish procedures to ensure the accuracy and authenticity of the number of eligible clients participating in the program. Such procedures shall be kept on file at the CONTRACTOR's site within Orange County. OoA Senior Non-Emergency Medical Transportation Program records and reports shall be made available for audit, assessment, or inspection by authorized representatives of OoA. Information obtained from a participant's records shall be maintained in a confidential manner.

A. CONTRACTOR SNEMT Database

CONTRACTOR shall be responsible for implementing and maintaining a COUNTY-approved database which shall be used to record and maintain data pertaining to this program, including, but not limited to: client contact information, application data, and travel records for each client approved for participation in the SNEMT Program; operating statistics, such as numbers of passengers per hour and miles per trip;

financial data and records of grievances and the investigation and resolution thereof. The COUNTY may, at its discretion, modify or add to these data requirements.

B. Program Monthly Performance Report

1. Content

On a monthly basis, a report documenting the services provided, performance and fund expenditure of each contracted transportation program shall be due to the Program Manager.

Monthly Performance Report data will be submitted on the form provided by the Office on Aging, and submitted in electronic form. A separate Monthly Performance Report shall be submitted for each funding source (TSR and M2).

2. Timing & Submission

The Program Monthly Performance Report shall be submitted by email to the designated contract analyst prior to 5:00 p.m. local time on the fifteenth calendar day of the month following the end of the month for which the report is due.

C. Monthly Invoices

1. Content

The monthly invoices shall include a trip sheet summary that tabulates the total client mileage by tenths of a mile for each of the four types of transportation in the Service Area(s) for the month. Each mileage total shall be multiplied by the corresponding mileage rate to determine that month's billing for each transportation type. The four amounts in each Service Area will be added together to determine the total billing for each Service Area for the month. If a CONTRACTOR is providing transportation in more than one Service Area, the CONTRACTOR will provide an individual trip sheet summary and invoice for each Service Area. A separate trip sheet summary and invoice shall be submitted for each funding source (TSR and M2).

CONTRACTOR shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging.

2. Timing & Submission

The Monthly Invoice shall be submitted prior to 5:00 p.m. on the fifteenth calendar day of each month as a printed-paper copy signed in blue ink by an authorized signer and delivered to:

OC Community Resources
601 N. Ross St.

Santa Ana, CA 92701
Attn: Accounts Payable, 6th Floor

13. Fiscal Requirements

CONTRACTOR shall maintain and submit records, statistical information, and financial reports, including invoices, in a form and format required by the County of Orange or OoA. The format may specify paper or electronic transfer. Monthly reports and invoices shall be submitted no later than fifteen calendar days following the end of the month for which the expenditures were incurred. Other fiscal reports will be due within fifteen calendar days of a written request from the OoA.

CONTRACTOR shall maintain separate accounting records for this program.

14. Service Delivery Requirements.

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

A. Staff Requirements & Policies

CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of SNEMT services. OoA recognizes that a high quality operation begins with key personnel. Therefore, a minimum level of required staffing is described for the positions and functions described below.

1. Program Manager/Director

The program manager/director will be in charge of all management and day-to-day operations of the CONTRACTOR's SNEMT program. The position will maintain consistent and sufficient contact and communication with the OoA and be responsible for all CONTRACT obligations.

2. Transportation Coordinator

The transportation coordinator will be responsible for interactions with the community in programs related to senior transportation, assessing older adult clients for program enrollment, referring seniors to alternative transportation services, coordinating SNEMT trips for eligible clients, tracking required statistical data, marketing the program services and record keeping for the program.

3. Drivers

Drivers must meet the following minimum standards:

- Must be legally licensed and certified, as appropriate, for the vehicle being operated.
- Drivers operating buses shall have a valid Class B license with a P

endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, State, or local regulations.

- Drivers operating taxicabs must be certified through OCTAP.
- Must be in good standing with the DMV and not have more than two (2) moving violations within the thirty-six (36) month period preceding operation of the SNEMT service.
- Drivers cannot have a Motor Vehicle Record that contains any two point violation; or has outstanding failure to appear or failure to pay violations.
- Must be able to speak, understand, and read English.
- Drivers are required to treat all passengers with respect and courtesy.

4. Reservations, Scheduling, Dispatch and Routing

a. Reservations and Scheduling

CONTRACTOR shall provide qualified and trained personnel to answer and properly respond to all telephone, facsimile and TDD calls for SNEMT trip reservations, cancellations, ride check status, service inquiries, and general information requests.

When calls are received from non-English speaking clients, bilingual staff or an appropriate translation service (such as the ATT Language Line) shall be used.

The assigned scheduling staff will also review, coordinate and adjust all vehicle itineraries prior to the service day, initiate call-backs of SNEMT passengers as needed to adjust scheduled services, monitor and coordinate service resources to maximize system efficiency and performance, track cancellations and no-shows.

CONTRACTOR staff responsible to take reservations shall be on duty during the hours of 8:00 A.M. to 5:00 P.M. on weekdays. Contractor shall assign staff to be on-duty to handle cancellations and ride check status calls during the hours of 7:00 A.M. to 6:00 P.M. on weekdays. During periods when reservations staff are busy and during non-office hours, cancellations may also be taken by voice mail or other telephone message device.

b. Dispatching

CONTRACTOR shall provide qualified and trained personnel to:

- Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- Assist drivers while they are in service to carry out the assigned trips on-time, providing address assistance and telephoning passengers as needed;
- Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and,

- Ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are handled and performed in accordance with OoA policies and procedures.

Dispatching staff are to be on-duty from the time the first SNEMT vehicle is in service until the last SNEMT vehicle is out of service.

Dispatch staff will also ensure that:

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

  The OoA "no stranded passengers" policy is enforced.

B. Telephone and Radio Systems

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

CONTRACTOR shall maintain all communications equipment in good working order.

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

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

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

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

C. Computer System

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

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

CONTRACTOR shall provide all computer hardware, and network servers to support computing and local network services at CONTRACTOR site. CONTRACTOR shall be responsible for the installation, administration, and maintenance of all computer

equipment, computer network, computer software, operating systems, and peripherals at CONTRACTOR's site.

D. Routing

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

15. Vehicle Operations

A. Driver Trip Sheets and Mileage

OoA will approve the trip sheet format for the SNEMT program which will be developed by CONTRACTOR. Mileage readings on the Driver's Trip Sheet will indicate the actual per trip miles from pick-up point to drop-off point. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves and at the first scheduled pick-up. The ending odometer readings will be recorded at the time of the last drop off and upon returning to the yard or vehicle resting location.

Driver Trip Sheets will at a minimum also include:

- Passenger name, scheduled time and address of pick-up
- Actual time driver arrived at location of pick-up
- Address of passenger drop-off
- Actual time driver dropped off passenger
- No Shows and trip cancellations, should they apply
- Any unscheduled trips or stops that may occur

CONTRACTOR shall organize and file trip sheets by date. All original trip sheets will be maintained by the CONTRACTOR and kept within an Orange County location for review by OoA during normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. A Trip Sheet Summary will be sent to the OoA with the Monthly Report and invoice by the 15th calendar day of the following month.

B. Vehicles

CONTRACTOR will provide a sufficient number of vehicles and drivers to deliver services and meet the requirements of the program. This number will be determined by the scheduling of trips and the capacity of the vehicles proposed for this service. Determination of the number of vehicles required to provide these services is the responsibility of the CONTRACTOR.

CONTRACTOR shall provide sufficient vehicles for back-up due to breakdowns or accidents and on-street driver relief as needed.

CONTRACTORS proposing to use taxis must comply with OCTAP regulations and must provide accessible services to passengers upon request. (OCTAP regulations can be found at: http://www.octap.net/regulations.pdf).

Taxi vehicles must be certified through OCTAP.

C. Facilities, Vehicles & Vehicle Maintenance Services

I. Vehicle Inspection

CONTRACTOR shall establish an inspection procedure that ensures that each vehicle that is in service is inspected before first pick-up and at the end of each service day. CONTRACT shall maintain records of the inspections at the program office for review at the discretion of the OoA.

II. Facilities and Vehicle Maintenance

SNEMT services shall be operated from a facility provided by CONTRACTOR. Vehicle maintenance shall be provided by CONTRACTOR staff or CONTRACTOR's vendor. CONTRACTOR shall conduct vehicle maintenance and repair operations so that a sufficient number of vehicles are available during operating hours to meet the client demand for transportation.

III. Administrative and Clerical Office Space

CONTRACTOR shall provide administrative and clerical office space suitable to accommodate the personnel necessary to operate the SNEMT service and to maintain and keep all necessary data and records. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the SNEMT service.

IV. Reservations, Scheduling and Dispatch Office Space

CONTRACTOR shall provide reservations, scheduling and dispatch office space suitable to accommodate the personnel necessary to operate the reservations, scheduling and dispatch functions of the SNEMT service. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the reservations, scheduling and dispatch functions of the SNEMT service.

V. Transportation Coordinator Office Space

Suitable office space shall be dedicated and functionally organized to accommodate the Transportation Coordinator, allowing for confidential conversations to take place with potential clients and security of client applications or data containing personal client information.

VI. Maintenance Facilities

CONTRACTOR shall comply with OSHA regulations. CONTRACTOR will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations. Contractor shall comply with all State Water Resources Control Board Nonpoint Source (NPS) Pollution Control Plan requirements under the Federal Clean Water Act.

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary

maintenance tasks required. CONTRACTOR is required to provide all necessary fuels, lubricants, materials, parts and labor for the maintenance of SNEMT vehicles.

If vehicles with a capacity of ten or more passengers are used to provide SNEMT services, the CONTRACTOR shall ensure that the ten-or-more passenger vehicles meet all standards required to pass a CHP Terminal Inspection. Ten-or-more passenger vehicles shall receive and pass a yearly CHP Terminal Inspection.

CONTRACTORS may use a third party for maintenance.

At the CONTRACTOR's expense, the Office on Aging will randomly select vehicles from the CONTRACTOR's and subcontractor's fleet to receive an annual vehicle inspection at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

VII. Red Tagged Vehicles

The OoA may, during normally scheduled monitoring visits, or, as a follow-up to a client complaint, inspect any vehicles used by CONTRACTOR to transport clients. If, in the opinion of the OoA, a vehicle does not meet OoA safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by CONTRACTOR and verified by OoA.

A vehicle may be "red tagged" by OoA if any of the following occurs:

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects, bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Coolant leaks
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts

- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety, vehicle operations regulations
- Any other safety or maintenance item which may endanger the safety of SNEMT clients

VIII. Vehicle Cleanliness

To facilitate customer service, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

Daily Vehicle Cleanliness Standards:

Interior vehicle cleaning will be done on a daily basis with the exterior being washed at a minimum weekly or as needed. Daily cleaning will include:

- Clean inside of all windows, remove fingerprints and head prints
- Remove dust from seats and dashboards
- Sweep or vacuum all floor areas, mop up any spills
- Ensure vehicle is free from all paper, gum, and debris, etc.
- Repair any damaged seats
- Remove any graffiti
- Ensure wheelchair securements and passenger restraints are clean and serviceable

IX. Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure continuity of service.

16. Office on Aging Oversight and Management.

Oversight of the SNEMTCONTRACTOR's operations and program performance and processing of monthly invoices will be administered by OoA. CONTRACTOR will be monitored and evaluated by the OoA contracts staff and Auditor/Controller staff annually or at any time the OoA staff determines it is required to ensure quality and safety of the program.

17. Client Transfers to Subsequent Contractor.

In the event that an existing service provider of SNEMT services will not be receiving a CONTRACT award as a result of this solicitation, that provider shall be required to transfer its clients to the new CONTRACTORS(s) in its respective Service Area.

Any new CONTRACTORS(s) must cooperatively participate in the transition of clients currently enrolled in the SNEMT programs. The transition of clients will occur in the 30 to 45 day period of time prior to the current SNEMT CONTRACT expiration date of June 30, 2018. New CONTRACTOR(s) shall participate in the seamless transition of SNEMT services to existing clients currently in SNEMT programs.

During a transition of clients, OoA staff will conduct several meetings with the ending and new CONTRACTORS to discuss specific operations, transfer of client records, client notification procedures, and the time frame in which these must occur.

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18. SNEMT Policy and Procedures

Senior Non-Emergency Medical Transportation Program

Policies and Procedures

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A. SNEMT CLIENT ELIGIBILITY CRITERIA

I. CLIENT ELIGIBILITY

The Senior Non-Emergency Medical Transportation Program has been developed to provide non-emergency medical transportation to medical services for older adults who have no other reasonable means of transportation.

a. Client Eligibility Requirements:

i. Must be at least 60 years of age and reside in Orange County

ii. Must reside in a designated Service Area served by Contractor

iii. Client must have completed the application process prior to receiving services

b. Clients shall be notified by mail when the application is approved.

II. CLIENT PRIORITY CRITERIA

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

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

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

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

III. CLIENT PRIORITY CATEGORIES

a. Priority 1: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and in need of the following medically related trips:

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

b. Priority 2: Individuals who are:

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

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

c. Priority 3: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and are in need of the following medically related trips:

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

d. Priority 4: Individuals who are:

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

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

e. Priority 5: Individuals who are:

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

- Health education
- Disease management

B. APPLICATION, ENROLLMENT AND REFERRAL PROCEDURES

I. APPLICATION PROCESS

a. Upon receipt of referral, the Transportation Coordinator (TC) will contact the applicant and inform the applicant of the application process and the program services.

b. Applicant will be asked how much his annual income is to determine income status. A low income waiver for trip fares may be offered to clients experiencing extenuating financial circumstances.

c. SNEMT Application form will be mailed to applicant. User Fee Waiver form will also be mailed as needed. Forms may be faxed or e-mailed to applicant if he has access to fax or e-mail.
A sample of the User Fee Waiver Form is included in Section XI.C.

II. When completed application form is received, the application will be reviewed for:

a. Geographic limitations or service area restrictions
b. Eligibility of service request as a medically related trip
c. Ambulatory/non-ambulatory requirements
d. Existing transportation resources

III. Applicant will be informed of eligibility status within 5 days of return of application.

IV. Eligible applicants will be assigned a SNEMT client ID number. Confirmation letter, program guidelines and program fact sheet will be mailed to approved applicants.

V. Referred applicants not meeting eligibility criteria will be referred to OoA Information and Assistance (800) 510-2020, if the SNEMT program cannot assist the client in finding other transportation options.

A sample SNEMT Application Form is included in Section XI.A.

C. RIDER INSTRUCTIONS AND CLIENT GUIDELINES

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

D. TRANSPORTATION PROGRAM SERVICE HOURS

1. The Transportation Coordinator services and program office hours will be available Monday through Friday from 8:00 am to 5:00 pm.

2. Transportation services will be available Monday through Friday from 7:00 am to 6:00 pm.

3. Transportation is not available on the following official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall notify the Office on Aging in writing regarding any additional holidays to be observed by the Contractor's SNEMT program.

4. Transportation is not available on weekends, unless the SNEMT program Provider is willing to provide trips under exceptional circumstances, at their own discretion.

E. USE OF WAITING LISTS

1. Once maximum trip capacity has been reached, it will be necessary to create a list of new clients waiting for an opening in the program.

2. A waiting list is only for older adults who have completed the SNEMT application process and are eligible to use the transportation program. Those who are not eligible to use the program will not be placed on a waiting list.

3. A waiting list will be formed only when program trip capacity has been reached. Participants on the waiting list will be reviewed monthly by the TC to determine status and potential timeline for being removed from the list.

4. Participants will be transferred from the Waiting List to the Active Client List in the following order:

   First: Those individuals who require priority trips due to medical conditions;

   Second: Those individuals with multiple illnesses; and,

   Third: Remaining individuals.

5. On a quarterly basis, the TC will monitor trip histories of enrolled individuals and contact those individuals who have not used the program in the previous six month period. TC will determine continuation or termination of the individual to control program capacity and reduce use of a waiting list.

F. OoA INFORMATION & ASSISTANCE (I&A) DEPARTMENT RESOURCES

1. Developing a partnering relationship with Information and Assistance (I&A) is critical as it is the central clearinghouse for information on all services and programs for older adults in Orange County. Contractor must develop an understanding of I&A's referring mechanism, both to SNEMT and other services.

2. Instruct staff to refer clients to the (800) 510-2020 number if it appears that they may need information on other services, including, but not limited to, caregiving assistance; congregate and home delivered meals; case management; non-SNEMT transportation; in-home services; health services; housing; legal assistance; health insurance; financial assistance; ethnic services; products and services for the disabled population; social activities and exercise venues.

3. To encourage and maintain an open dialogue, contact the I&A Manager for any issues having to do with I&A.

G. CLIENT TERMINATION OR SUSPENSION POLICY

1. Program must notify Office on Aging, in writing and in advance, when terminating or suspending a client from the SNEMT programs.

2. Clients will be notified in writing of the reason for the termination or suspension and when it is effective. A copy of the notice shall be maintained in the client file.

3. Client termination or suspension from the program is at the discretion of the SNEMT program provider, and may be necessary should any of the following situations occur:

   a. Abuse of the No-Show policy (3 no-shows within a 30 day period)
   b. Utilizing SNEMT for purposes other than medically related trips.

4. Providers shall retain client files for all clients who have been removed from the program, so that in the event that they should re-apply at a later date, their previous eligibility can be verified before beginning the process of re-applying for SNEMT services. These files are subject to the same storage requirements pertaining to the Provider's records specified in the Contract.

H. CLIENT RELEASES

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

III. TRIP SCHEDULING INSTRUCTIONS

A. DEMAND RESPONSIVE RESERVATIONS

1. The following client information is required to schedule rides:
   a. Name & SNEMT I.D. number
   b. Phone Number
   c. City of residence
   d. Date and time of appointment and return ride
   e. Name, address and phone of where client needs to go

2. Handle telephone requests and inquiries so as to maximize customer service, giving timely, accurate and courteous service.

3. Carry out trip reservation activities in a manner which will maximize SNEMT productivity.

4. Remind client of pick-up window time and determine if client requires door-to-door service.

B. SCHEDULING

1. Receive, approve and process requests for service. Review and refine daily trip itineraries. Assess distances and routing to ensure efficient travel patterns. Initiate client call backs regarding any trip discrepancies and or schedule changes.

2. Define, monitor and analyze fleet performance and adjust resource allocations or service schedules to meet changing time and travel patterns.

3. Track cancellations and no-shows, summarizing activity each month.

C. DISPATCHING

1. Dispatchers will schedule and assign drivers and vehicles in accordance with the trips scheduled for each day;

2. Dispatchers will assist drivers while they are in service to carry out the assigned trips on time by providing address assistance and telephoning passengers as needed.
3. Dispatchers will monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner.
4. Dispatchers will provide continuous monitoring of assigned radio frequencies during all hours that vehicles are in service, answer and respond to telephone calls on the Ride Status line, and respond to calls from drivers and OoA staff.

D. SNEMT NO SHOW POLICY

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

    Each client's No-Shows will be tracked monthly and recorded in client file.

E. CANCELLATION NOTICE

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

F. NO PASSENGER STRANDED POLICY

1. Under no circumstances will an SNEMT client be stranded at a drop off point. At the time of the ride reservation the scheduler/dispatcher will confirm the need for a round trip and schedule

accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of back-up systems will ensure the trip is provided.

G. INELIGIBLE TRIPS

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

IV. EMERGENCY PROCEDURES

A. ACCIDENT/INCIDENT REPORTING AND FOLLOW UP

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

   A sample of the Incident Report Form is included in Section XI.F.

B. PROCEDURES FOR EMERGENCIES

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

1. Flat-tire(s) or Engine breakdown:
   a. Driver must bring vehicle to a safe stop and location.

b. Driver must call Dispatch to send another vehicle to pick up client(s) in order to drive them to their destination(s).

c. Driver should stay with client(s) and the vehicle until help arrives.

d. If unable to fix/repair, call towing service.

2. Fire:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to remove client(s) to closest safe area.

c. Driver to call 911.

d. Driver to call the Dispatcher.

e. Driver to attempt to contain fire (If safe to do so) using fire extinguisher located in the vehicle.

f. TC to notify OoA of incident and file written report.

3. Earthquake:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to assess situation and contact Dispatcher.

c. Dispatcher to provide driver with instructions.

d. Keep client(s) in vehicle unless vehicle is in jeopardy.

e. Remain calm and reassure client.

f. If necessary, move client out of the vehicle and to the closest safe area.

g. Do not touch fallen or damaged electrical wires.

h. Dispatcher to contact/inform the manager of SNEMT program.

i. Dispatcher to file formal report to the OoA within 24 hours of incident.

4. Client Emergency Situations:

a. Driver to observe client's medical status/needs.

b. Driver to stop vehicle and park vehicle in safe location and turn off engine.

c. Driver to call 911 for emergency assistance with falls, breathing and heart problems or choking.

d. Driver to call Dispatcher to inform and/or request assistance and guidance.

e. Emergency treatment (including CPR) may be initiated by certified and trained drivers only, until arrival of paramedics or other qualified healthcare provider.

f. Paramedics or other emergency personnel will be responsible for transfer of patient to appropriate facility.

g. Driver to complete incident form and give to Dispatcher within 24 hours.

h. Dispatcher to report incident to manager.

i. Manager will notify OoA Program Administrator.

V. CLIENT COMPLAINT PROCEDURES

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

1. Client calls SNEMT provider with complaint or provider receives complaint from third party and contacts client.
2. TC will document client's issues on the complaint form (sample in Section XI.E) and notify appropriate parties.
3. TC will follow up with client's concerns and establish a plan of action within 2 business days.
4. TC will document resolution of issue on the complaint form.
5. TC will inform client of corrective steps taken within 3 business days and ensure client is satisfied.
6. TC and manager will review and sign complaint form.
7. Completed complaint form is placed in locked client file.
8. TC will report unresolved client complaints to manager for guidance and resolution.
9. TC will notify OoA Program Administrator of client's complaint and plan of action within five working days of receipt of complaint.

VI. DATABASE PROCEDURES

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

A. DRIVER'S TRIP SHEETS

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

k. Drop-off time

l. Odometer mileage reading at place of drop-off

m. Client's signature

n. User Fee Collected/Not Collected

5. This information, except for client's signature, will be entered into the client database.

B. CLIENT FOLDERS

1. Transportation Coordinator (TC) shall maintain file folders for each SNEMT client in a manner to ensure client confidentiality. Each Client Folder shall contain:

   a. The client's signed application form with approval date and TC's initials

   b. User Fee Waiver Form (if used)

   c. Copy of client's confirmation letter

   d. Copy of any client complaints and resolution of complaint

   e. Copies of all correspondence to and from client

   f. Notes pertaining to client, such as, but not limited to: client's transportation requirements; client's transportation preferences; names and addresses and phone numbers of client's doctors, dentist, optometrist, pharmacy, and labs; other OoA administered programs in which the client is enrolled; and, any additional information that could assist the TC and drivers when serving the client.

C. CLIENT DATABASE

1. The TC shall ensure that all clients' data is stored in a secure computer database for easy access. Client trip histories may be kept in a separate, secure computer database.

2. Back-up of database(s) shall be performed weekly at a minimum. Database back-up may be performed more often, as needed.

3. Database shall be designed so that all the data required for Contractor's SNEMT Reports will be recorded.

4. Only authorized staff will have access to database to ensure confidentiality of client records.

VII. REPORTING PROCEDURES

A. DAILY OPERATIONS REPORTING

1. Information from vehicle operations shall be recorded daily on the driver's trip sheets. Cash fares will be totaled and reconciled on the driver's trip sheet.

2. The information recorded on the trip sheets shall be reviewed by Contractor staff for errors and completeness and entered in the Contractor's SNEMT database.

B. MONTHLY REPORTING

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

A sample of the Monthly Performance Report Form is included in Section XI.J.

Data elements will be included on the monthly invoice and the trip sheets, including:

1. The number of trips of each type provided and mileage for each trip type will be totaled from the SNEMT database. The total number of trips for each of the four trip types and the total mileage for each of the four trip types will be entered into a Microsoft Excel spreadsheet invoice form supplied by the OoA.
2. Cash fares collected shall be totaled, retained by the Contractor, and entered on the Contractor's monthly invoice.
3. The monthly trip history data shall be uploaded to a secured server to OoA in Microsoft Excel format within fifteen working days of month of service. Original trip sheets/trip tickets shall be retained by the Contractor.
4. Contractor shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging..
5. Additional performance indicators may be requested by OoA. The Monthly Performance Report and Demographic Report Form will be accompanied by an electronic copy of the recorded Trip Sheet data for the month just completed. All data collected by the Contractor shall be available upon request for audit and inspection by OoA.

   A sample of the Monthly Performance Report Form is included in Section XI.J.

   A sample of the Demographic Report Form is included in Section XI.K.

VIII. DRIVER AND STAFFING POLICIES

A. BACK-UP SYSTEMS

1. Contractor shall maintain substitute or back-up staff and drivers to support daily SNEMT services and scheduled trips. Back-up systems will be in place to handle road assistance calls from drivers, to relieve drivers if they become sick, to relieve drivers for family emergencies, and relieve drivers who are deemed inappropriate or unsafe by either the SNEMT provider or OoA. Back-up systems will be in place to support the dispatcher and the TC in their absence.

B. DRIVER DRESS AND APPEARANCE STANDARD

1. Appropriate attire that conveys a professional image will be worn by all drivers when operating a vehicle in SNEMT service. Clothing must remain in good repair, and not appear damaged or worn out.
2. Drivers will be required to adhere to grooming and appearance standards, such as but not limited to the following:
   a. Clothing must be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned;
   b. Beards must be clean and neatly trimmed;
   c. Shoes or boots must cover the foot completely and be in good repair, polished and cleaned.

C. DRIVER TOOLS

1. The SNEMT drivers shall have all tools and equipment necessary to perform all the duties of an SNEMT driver. Driver equipment will include, but not be limited to, a current Thomas Guide or equivalent map book of the operating area, manifests (trip sheets), clipboards, pens, and

pencils. Drivers are also required to be equipped with an operable and accurate time piece at all times.

D. PERSONNEL POLICIES

1. The Contractor shall have in effect personnel policies that conform to all State and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Cal OSHA, Worker's Compensation, and other regulations as appropriate.
2. The Contractor shall maintain at all times a current list of personnel assigned to the SNEMT Contract and provide the OoA Program Administrator with an updated roster of all drivers each month.
3. Employees may not have weapons in their possession or in SNEMT vehicles.
4. Contractor shall maintain a smoke free work environment. There is no smoking allowed in SNEMT vehicles or anywhere in SNEMT facilities.
5. SNEMT Contractors shall maintain a Zero Tolerance Policy for inappropriate behavior between passengers or between passenger and driver. Allegations of sexual misconduct, lewd behavior, or sexual harassment made by any client must be reported to the OoA staff immediately. Should the Contractor receive notification from other than OoA that an employee is allegedly involved in a criminal activity including, but not limited to, sexual misconduct, lewd behavior, or sexual harassment, the Contractor shall notify OoA's Program Administrator immediately as well as local police or Orange County Sheriff's Department.
6. The Contractor must have established standards for recruitment and hiring of drivers.
7. OoA retains the right to review Contractor's personnel policies and the list of personnel assigned to the SNEMT Contract. Proposed changes in key personnel or job duties shall be subject to review and approval by OoA.

E. REMOVAL OF DRIVERS

1. OoA may require that any driver be removed from transporting SNEMT clients for excessive complaints, rudeness, or other inappropriate behavior or appearance. OoA has a Zero Tolerance Policy with regard to misconduct or inappropriate contact between vehicle operators and passengers, and if an allegation of this nature is received, Contractor shall remove the driver from service immediately pending resolution of the allegation to OoA's satisfaction.
2. Any driver receiving three or more valid customer complaints within a rolling 30-day period will be subject to a thirty (30) day probation period. During this period, OoA will evaluate whether a driver is suitable for service.
3. OoA will notify the Contractor, in writing, If any driver is determined unsuitable. Within ten days of receipt of such notice, Contractor shall, at its sole discretion, either propose to replace the driver or present to OoA a plan for correcting the driver's performance deficiencies within a 30-day period thereafter. If either OoA rejects the plan or the driver's performance deficiencies are not corrected to OoA's satisfaction within the 30-day plan period, the Contractor shall immediately replace the driver.

F. DRIVER FEEDBACK

1. Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have on-going mechanisms, including monthly driver meetings to capitalize on driver feedback.

G. LOST AND FOUND

1. Policies for handling of lost and found personal effects shall be as follows:

a. Drivers shall check their vehicles after each trip for items left on board. If lost items are found, the driver is to contact their dispatch and inform them of the lost item. At the end of the shift, the driver will fill out a Lost and Found report and turn in the lost item to the dispatcher.

b. Dispatcher will receive the item along with the Lost and Found report from the driver and contact the passengers from that day's schedule to determine if item belongs to them.

c. All lost and found items with a value of greater than $10.00 must be secured at the SNEMT provider's facility for a period of not less than 90 days.

d. Disposal of unclaimed items other than cash after the 90 days will be reported to OoA with copies of the lost and found reports.

H. DRIVER TRAINING AND SAFETY PROGRAMS

1. Vehicle Operator Training

a. Contractor shall be responsible for all training of vehicle drivers on service policies, passenger needs and overview of SNEMT services.

b. Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by the Contractor.

2. Training Standards

a. Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the SNEMT contract in a manner that conforms to all State and local laws and assures OoA's operational objectives below are met.
- Provide SNEMT services which are safe and reliable
- Provide SNEMT services which will maximize customer service
- Provide SNEMT services in a manner which will maximize productivity

b. The driver training course must occur prior to drivers providing SNEMT trips and consists of each driver receiving, at a minimum, instruction which includes but is not limited to:
- A review of applicable laws and regulations
- Defensive and safe driving
- Behind-the-wheel training in all types of vehicles to be operated under this Contract
- Safe vehicle operations
- OoA's policies and procedures for SNEMT services
- Empathy training - for the proper interaction and transport of older adult passengers
- Procedures for the provision of curb-to-curb and door-to-door services, including training on passenger assistance
- Lift/wheelchair tie-down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices
- Operation of radio equipment (voice and data) in accordance with federal, State and local regulations
- Hands-on training using the radio and/or other communication devices, and if applicable, mobile data terminals
- Customer service training

- Fare collection and trip counting
- Thomas Brothers guide map reading
- Mandatory refresher training for drivers with repeated and accumulated minor infractions
- Monitoring and inspection of drivers' Motor Vehicle records at least every six (6) months through participation in the California Department of Motor Vehicles Pull Notice Program
- Promotion and reinforcement of driving and safety principles by Contractor management and supervisory staffs, policies and programs

3. OoA reserves the right to revise the Contractor's training program(s) in order to comply with federal, State, or local laws regarding driver certification or level of training requirements.

IX. VEHICLE MAINTENANCE SCHEDULE AND STANDARDS

A. PREVENTIVE MAINTENANCE SCHEDULE

1. Preventive maintenance will be performed on each vehicle at the levels and intervals recommended by the vehicle manufacturer. Reports of preventive maintenance shall be maintained in a vehicle maintenance log.

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

3. At the Contractor's expense, the Office on Aging will randomly select vehicles from the Contractor's and subcontractor's fleet to receive an annual vehicle inspection (Attachment F) at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

B. SNEMT VEHICLE STANDARDS

1. The minimum SNEMT Vehicle standards are those of the California Vehicle Code. All SNEMT Vehicles shall meet all applicable standards of the California Vehicle Code. Certain equipment must be present and fully functional as OEM (original equipment manufacturer), as specified in this section. SNEMT Vehicles must be maintained to these standards at all times.

2. Body Condition

   a. No body damage, frame damage, tears or rust holes in the SNEMT vehicle body and/or loose pieces hanging from the SNEMT vehicle body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct alignment to the SNEMT vehicle as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.

b. The exterior of the SNEMT vehicle shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.

c. The SNEMT vehicle paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, or scratched.

3. Climate Control

a. The air conditioning/heating units shall be functional at all times.

b. The air discharged from the air conditioner interior vent system shall be continuously cool.

c. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing.

d. Systems shall operate on all OEM speeds with no excessive noise.

4. Hubcaps or Wheel covers

a. Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.

5. Interior Condition

a. Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors, and litter.

b. Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done to provide a reasonable match with the existing interior.

c. Door handles and doors shall be intact, clean, and operational. Each door shall be capable of being unlocked and opened from the interior of the SNEMT Vehicle.

d. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.

6. Lights and Lenses

a. Interior lights shall be operational.

b. Light lenses must be OEM, intact and contain no holes or large cracks.

7. Radio

SNEMT vehicles shall be equipped with a two-way radio or cellular phone in working order.

8. Seat Belts

SNEMT vehicle restraint system shall be maintained to OEM specifications and shall be in good working order.

9. Tires

SNEMT vehicles shall be equipped with a jack, tire changing tool, and an inflated spare tire. A Company may be exempted from this requirement upon proof that the Permittee has a contract with a towing company and a policy in place to send another SNEMT Vehicle for the stranded passengers.

10. Windows

a. Front and rear windshield per California Vehicle Code § 26710.

b. Safety glass shall be in all windows.

c. Windows shall be operational as originally designed.

d. No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

11. Foot Pedal Pads

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

12. Vehicle Age

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

C. RED TAGGED VEHICLES

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

X. PRE-SHIFT AND POST-SHIFT VEHICLE INSPECTIONS

A. VEHICLE DAILY VEHICLE INSPECTION:

1. No SNEMT assigned vehicle will be allowed to carry passengers unless the driver has determined that the vehicle is in good working order. Each driver will perform a pre-shift inspection of the vehicle at the beginning of the shift and a post-shift inspection at the end of the shift.

   A sample of the Vehicle Daily Vehicle Inspection Form is included in Section XI.G

XI. SAMPLE FORMS

A. SNEMT APPLICATION FORM
B. SNEMT CLIENT RELEASE FORM/SNEMT PROGRAM WAIVER FORM
C. USER FEE WAIVER FORM
D. RIDER INSTRUCTIONS AND CLIENT GUIDELINES
E. CLIENT COMPLAINT FORM
F. INCIDENT REPORT FORM
G. VEHICLE DAILY INSPECTION FORM
H. VEHICLE INSPECTION FORM
I. INVOICE TEMPLATE
J. MONTHLY PERFORMANCE REPORT
K. SAMPLE DEMOGRAPHIC REPORT

A. SAMPLE CLIENT APPLICATION

{CONTRACTOR LETTERHEAD}

SAMPLE
Application for Senior Non-Emergency Medical Transportation Program

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

Last Name: _____First Name: _____ Date: _____

Date of Birth: _____ Age: _____ Male: _____ Female: _____

Address: _____ Apartment/Unit #: _____

City: _____ Zip Code: _____

Home Phone: (___) _____ Cell: (___) _____

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

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

3. Do you require a mobility device or special equipment for transport?
   ☐Yes ☐No
   Please check all that apply:
   Cane ____ Walker ____ Wheelchair ____ Scooter ____ Oxygen ____ Other ____
   If yes, are you able to enter/exit the vehicle without your mobility device?
   ☐Yes ☐No
   Are you able to transfer from a wheelchair to seat with/without assistance?
   ☐Yes ☐No

4. Will a personal care attendant or assistant be traveling with you?
   ☐Yes ☐No

5. Do you require door-to-door assistance?
   ☐Yes ☐No
   If yes, please describe reasons why:

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

7. How often do you anticipate needing to use the transportation service?
   Weekly_____ Monthly_____ Other _____

8. Emergency Contact Name: _____

Emergency Contact Relationship:_____

Phone #:_____

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

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

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

_____ _____

Applicant signature **Date**

****

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

How did you hear about the program?

Ethnic background: ☐Asian ☐Black ☐Hispanic ☐White
☐Native American ☐Other

Annual Income per individual: _____

PROGRAM USE ONLY

-
- _____

Referrals to alternative transportation provided:

_____

- Reason referred to OoA I&A:

_____

- Need for follow-up contact:

_____

- Annual Income: ☐At or below AMI ☐Above AMI

_____

- Financial Hardship waiver issued:

_____

B. SAMPLE CLIENT WAIVER

SNEMT PROGRAM WAIVER

I hereby acknowledge that the transportation is a service provided by _____ and funded by the County of Orange, Office on Aging. I hereby waive the right to make any claims against _____ and the County of Orange, Office on Aging or their officials, employees and volunteers, for any injuries, damages, charges or expenses, including attorney's fees which might be sustained as a result of my participation in the SNEMT Program. I also acknowledge that _____ reserves the right to refuse transportation service.

Please print:
Name: _____ **Date:** _____

Address: _____

City: _____ **Zip Code:** _____

Phone: (____) _____

Client signature: _____

Caregiver signature (*if applicable*): _____

Emergency Contact: _____

Relationship: _____ **Phone:** (____) _____

Please return this form to the Transportation Coordinator, _____ in the enclosed envelope. Services can be scheduled after all forms have been submitted and approved. Confirmation of approval will be mailed within five business days after receipt of completed forms.

**To be filed with documented approval in applicant's file

C. SAMPLE USER FEE WAIVER

{PROVIDER NAME}

{LOGO}

SENIOR NON-EMERGENCY MEDICAL TRANSPORATION PROGRAM

LOW-INCOME FEE WAIVER

DATE:_____

I, _____, hereby certify that my income is insufficient to allow payment for the $2.00 per trip fee for the {*Provider's Name}* Senior Non-Emergency Medical Transportation Program without placing a financial hardship on my current financial situation. I understand that the approval for a low-income waiver to be granted is based upon review of my current income and other determining factors as deemed appropriate by {*Provider's Name*}.

Printed Participant Name: _____

Participant Signature: _____

Authorization (Office Use Only)

☐ Approved ☐ Disapproved

Justification:_____

_____

Printed Name and Title: _____

Signature: _____

Date: _____

D. SAMPLE OF RIDER INSTRUCTIONS AND CLIENT GUIDELINES

SNEMT TRANSPORTATION PROGRAM

RIDER INSTRUCTIONS & CLIENT GUIDELINES

- Once you have received your letter of approval for transportation services and your SNEMT identification number, please call (___) _____ to schedule your medical appointment ride.

- Please write down the transportation service line phone number and carry that number with you at all times. Call the number if you miss your scheduled pick-up time.

- Please call 2-3 days prior to your appointment to allow enough time to schedule the ride. Same day or next services are available on a very limited basis. Please call for additional information.

- Please notify the dispatcher of any changes or cancellations as soon as they occur.

- Please have exact change available for the user fee of $2.00 per each one-way trip.

- Please make arrangements for your return trip home when you schedule transportation services. Please allow enough time for weather conditions, disability concerns, traffic patterns and delayed appointments.

- At the time of scheduling a ride, please notify the dispatcher of any special circumstances, disabilities, or caregivers accompanying you on your ride.

- Pick-ups and-drop offs will be door-to-door and/or curb-to-curb as requested and preference must be made known at the time of scheduling your ride.

- Personal care attendants may ride free of charge.

- If you have address or phone number changes, please call the Transportation Coordinator at (___) _____ to report your changes.

- If you have a problem with your transportation services please call the Transportation Coordinator to report the problem.

- For questions or concerns regarding eligibility or exceptions for service, please call the Transportation Coordinator.
- SNEMT Transportation will not be able to respond to emergency calls. Please call 911 in the event of an emergency.
- Please be ready to board promptly at your scheduled time and please follow driver instructions when boarding or exiting the vehicle.
- Smoking is not permitted in the vehicle.
- The transporting of alcohol is not permitted in the vehicle.
- Appointments will be made on a first-come, first-served basis.
- All transportation services must originate within the Orange County designated service area.
- In order for the SNEMT Program to transport your wheelchair, it must be able to be secured, have brakes in working condition and weigh 600 pounds or less.
- If you need to go to the same place each week on a routine basis, please inform the dispatcher and we can set up a “standing order” for your rides.
- Please keep the dispatch phone number with you when using the transportation service. Call the dispatch phone number if you miss your pick-up or return scheduled time.

E. SAMPLE CLIENT COMPLAINT FORM

Client's Name:_____ Client I.D.#_____

Address:_____

City:_____ Zip Code:_____

Phone: Home:_____ Message_____

What is the complaint?

_____

_____

_____

_____

Date Report Taken:_____ Time Report Taken:_____

By Phone_____ By Mail_____ In Person_____ By Fax_____ By Other_____

Report Taken By:_____

What is the Action Plan?

_____

_____

_____

_____

What was the Resolution?

_____

_____

_____

_____

Date Client was notified: _____ Was Client Satisfied? ___Yes ___No

How was client notified? Phone___ Mail___ In Person ____Fax____ Other_____

Staff's Signature: _____Date_____

Staff's Signature: _____Date_____

Sent to OoA: _____ Date: _____

F. SAMPLE INCIDENT REPORT FORM

Date of Incident:_____ Time of Incident:_____

Name of Driver:_____ Vehicle I.D. No:_____

Location of Incident:_____

_____

_____

Nature of Incident:_____

_____

_____

_____

_____

_____

_____

Client Name:_____ Client I.D.#_____

Client Address:_____

City:_____ Zip Code:_____

Phone: Home_____ Message _____

What action was taken?:_____

_____

_____

_____

_____

_____

_____

Does client wish further action?:_____

_____

_____

Report By:_____ Title:_____

Date of Report:_____

Submit report to OoA within 24 hours of incident.

G. SAMPLE VEHICLE DAILY INSPECTION FORM

Vehicle #:_____ Date:_____

Driver's Name:_____

Mileage: _____ Time of Inspection _____am/pm

Driver: Please take your time and inspect this vehicle thoroughly. Safety is OUR priority. Thank you.

Items to Check	Problem?	Repaired?	Item OK (Please initial)
Tire(s) Pressure			
Engine Oil Level			
Transmission Oil Level			
Coolant Level			
Brake Fluid Level			
Emergency Brake			
Head Light			
Turn Signals			
Brake Lights			
Back-up Lights			
Door Locks			
Mirrors			
Safety Belts			
Heater/A.C.			
Cell Phone/radio			
First Aid Kit			
Thomas Bros. Map			
Transportation Log			

H. VEHICLE INSPECTION FORM

Date: Maintenance Facility:

Vehicle Type/Year License Plate Number

Vehicle Indentification Number Mileage

Vehicle Capacity: #Passengers: ___ #Wheelchair(s)___

Inspection Item	**Satisfactory**		
	Yes	**No**	**N/A**
1. Tires, pressure, tread wear	☐	☐	
2. Headlights – functional (high/low) and clean	☐	☐	
3. Turn Signals – functional	☐	☐	
4. Horn – functional	☐	☐	
5. Tail/Parking lights – functional and clean		☐	☐
6. Brakes – functional, brake pedal not low		☐	☐
7. Lift or ramp functional	☐	☐	☐
8. Windshield/Wipers/Fluid – functional, clear, full		☐	☐
9. Mirrors – clean, position, clear	☐	☐	
10. Exhaust System – no leaking	☐	☐	
11. Oil/Antifreeze – full	☐	☐	
12. Hoses – good condition		☐	☐
13. Safety Equipment – good condition			
-Fire Extinguisher	☐	☐	
-Flashlight	☐	☐	

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

Recommended Corrective Actions:

Corrective Action Follow-up:

I. SAMPLE INVOICE TEMPLATE

Senior Non-Emergency Medical Transportation Program

To: County of Orange, OC Community Resources
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706
Attn: Accounts Payable

Check Request For:

Service Area:
Contract #

INVOICE:

Month	Year

Invoice Number

BUDGET:
REM. BAL:

Mileage Type	Number of Trips	Total Miles	Rate Per Mile	Month Subtotal	Amounts Invoiced: Previous Contract To Date	Amounts Invoiced: Contract To Date
A. Non-Ambulatory Transportation Services Curb-to-Curb						
B. Non-Ambulatory Transportation Services Door-to-Door						
C. Transportation Services Curb-to-Curb						
D. Transportation Services Door-to-Door						
	0	0.00	N/A			
			Less Project Income Balance:			
			TOTAL REIMBURSEMENT:			

Allowable 1/12th billing per month = $ -

Program Income:	Month Subtotal	Previous To Date	Contract To Date
Client Collections			
Fundraising			
Donations			
Total Cash			
In-Kind Contributions			
Total	**$0.00**	**$0.00**	**$0.00**

Unreimbursed mileage subsidized with contributed funding:

	Rate	*Mileage*	Month Subtotal	Previous To Date	Contract To Date
Trip A					
Trip B					
Trip C					
Trip D					
	Total	0.0	**$0.00**	**$0.00**	**$0.00**

Contributed funding for unreimbursed mileage remaining balance = **$0.00**

Authorized Signature **Title** **Date**

FOR COUNTY USE ONLY:

	FUND	DEPT	BUDGET CONTROL	UNIT	OBJ REV BSA	SUB-OBJ SUB-REV SUB-BSA	DEPT OBJ DEPT REV DEPT BSA	JOB NUMBER	AMOUNT
Reimbursable									
Advance/Reversal									
								TOTAL PAYMENT	

Overexpenditure is _____ **for the month**

OVEREXPENDITURE AND EXPENDITURES AUTHORIZED AND APPROVED BY:

APPROVED Auditor-Controller

Authorized Signature **Date** **Deputy**

J. SAMPLE MONTHLY PERFORMANCE REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
MONTHLY PERFORMANCE REPORT

Provider:
Month:

SAMPLE

Line No.		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Performance FY To Date
	ENTIRE SNEMT PROGRAM													
1	New Unduplicated Clients													
2	Total Enrolled Clients													
3	Total Clients terminated													
4	Total Clients Served													
5	Number of Prospective Clients on Wait list													
6	Applicants Denied Eligibility													
7	Applications Pending													
	MEASURE M2 TRIPS													
1	Non Amb. Curb to Curb Number of Multi-passenger Trips													
2	Non Amb Door to Door Number of Multi-passenger Trips													
3	Amb Curb to Curb Number of Multi-passenger Trips													
4	Amb Door to Door Number of Multi-passenger Trips													
5	Total Trips Request Denied*													
6	Total Passengers Transported (clients + caregivers)													
7	Total Client Cancelled Trips													
	TOBACCO SETTLEMENT REVENUE TRIPS													
1	Non Amb. Curb to Curb Number of Multi-passenger Trips													
2	Non Amb Door to Door Number of Multi-passenger Trips													
3	Amb Curb to Curb Number of Multi-passenger Trips													
4	Amb Door to Door Number of Multi-passenger Trips													
5	Total Trips Request Denied*													
6	Total Passengers Transported (clients + caregivers)													
7	Total Client Cancelled Trips													

No. 1 New unduplicated clients approved for program
No. 4 Number of unduplicated clients served for the month.
No. 15 Denials based upon funding capacity.

K. SAMPLE DEMOGRAPHIC REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
DEMOGRAPHIC REPORT (M2/TSR Combined)

Provider:
Month:

Line No.	Statistic	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Unduplicated Clients YTD
A	**Total Unduplicated Clients Served***													
	CLIENTS:													
1	Age 60-64			-	-	-								
2	Age 65-74			-	-	-								
3	Age 75-84			-	-	-								
4	Age 85+			-	-	-								
5	**Total Unduplicated Clients Served***			-	-	-								
	ETHNICITY													
6	White			-	-	-								
7	Hispanic			-	-	-								
8	Asian/Pacific Islander			-	-	-								
9	Black/African American			-	-	-								
10	Other			-	-	-								
11	**Total Unduplicated Clients Served***			-	-	-								
	INCOME													
12	At or below 50% Area Median Income			-	-	-								
13	Above 50% Area Median Income			-	-	-								
14	Declined to State*			-	-	-								
15	**Total Unduplicated Clients Served***			-	-	-								

***Number of unduplicated clients served during the month = clients that have used the services within this fiscal year (not previously reported during the fiscal year).**
*Must advise client if not reported than no ability to priortize trips
Lines 5, 11, and 15 must reflect same number on line A

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COMPENSATION/PAYMENT
SNEMT – M2
SERVICE AREA 1 - NORTH

1. **COMPENSATION:**

   This is a CONTRACT between the COUNTY and the CONTRACTOR for $**~~866~~966,910 (FY 2021-22)** as set forth in Attachment A-~~8~~9. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

   CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

   An invoice for the cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

   Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

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

4. **INVOICING INSTRUCTIONS:**

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation.

BUDGET
SNEMT – M2
SERVICE AREA 1 – NORTH COUNTY

1. Budget

A. Program Budget

Project Budget Chart Abrazar, Inc.						
	FY 2018-19	FY 2019-20 (Jul – Feb)	FY 2019-20 (Mar – Jun)	FY 2020-21	FY 2021-22 (Jul – Mar)	FY 2021-22 (Apr – Jun)
Contract Amount	$865,021	$912,312		$908,057	$~~866~~966,910	
Service Area 1: North County	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile
Non-Ambulatory Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Non-Ambulatory Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Total Average Price per Mile (Total/4)	$3.38	$3.38	$6.75	$6.75	$6.75	$3.38
Average Annual Estimated Cost Per Trip	$24.47	$24.47	$24.47	$24.47	$24.47	$24.47

B. Monthly Operating Costs. Payments for monthly work completed shall be made as follows:

i. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor also shall submit an invoice(s) and such other substantiating reports as County may require, including the Program Monthly Performance Report, all in a form satisfactory to County, by the fifteen (15th) day of each month, showing the prior month's actual services provided. If Contractor receives funds pursuant to this Contract for more than one service area, each such service area shall be invoiced separately

from all other service areas, and separate substantiating reports shall be submitted for each service area. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by County.

ii. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.

iii. Whenever Contractor is not in compliance with any provision of this Contract, County may withhold payment until such time as Contractor comes into compliance.

iv. County also reserves the right to refuse payment to Contractor or to later disallow costs for any expenditure determined by County not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Contractor may be refused until County receives reimbursement for any Contractor outstanding disallowed costs.

v. Total Monthly Costs may exceed one-twelfth of the maximum obligation of County. Upon receipt of sufficient written justification from the Contractor, as determined in the sole discretion of the County, or designee, the County has the discretion, in any given month, to pay over the monthly one-twelfth of the maximum obligation of County as stated in this Attachment C-~~15~~16 "Budget." Maximum Obligation of County. Notwithstanding the above, the total amount of compensation approved during the term of the Contract shall not exceed the maximum obligation of County as described in Paragraph 4 of this Contract.

C. Full Compensation. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

D. Reallocation of Funds. County reserves the right to reallocate the available program funds to other service areas based on Contractor performance or client demand.

E. Program Income. This is defined as gross income received by Contractor directly generated from client user fees and cash contributions from donations and/or fundraising under the SNEMT Program.

i. Contractor shall comply with all regulations concerning reporting and payment procedures for Program Income.

ii. All Program Income accrued on a monthly basis will be utilized to enhance program services under the SNEMT Program.

iii. Prior to Contractor receiving monthly reimbursement from County, remaining balance of Program Income will reduce monthly reimbursement by said amount.

F. Temporary Rate Increase Due to COVID-19. This is defined as the negotiated temporary rate increase for each trip type under the program in order to help support transportation services during the COVID-19 pandemic. Effective March 1, 2020 through March 31, 2022, all program expenses related to COVID-19 must be detailed in the Contractor's SNEMT invoices. OoA will provide new invoice templates to help fulfill proper reporting of services rendered during the pandemic.

2. Payment Terms – Payment in Arrears

A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

B. Invoices shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

C. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

3. Price Increase/Decrease:

No price increases will be permitted during the first year of the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. The percentage of any price increase cannot exceed the percentage of increase in the Consumer Price Index for the corresponding time period. On an annual basis or when deemed necessary due to changes in the cost of transportation, the County will evaluate the Bureau of Labor Statistics Los Angeles-Riverside-Orange County Private Transportation Consumer Price Index (CPI) to determine if a cost increase is necessary and warranted. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

~~FIFTEENTH~~ SIXTEENTH AMENDMENT

CONTRACT No. 17-27-0008-M2

BETWEEN THE COUNTY OF ORANGE

AND

ABRAZAR, INC.

FOR

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

(Funded by Measure M2)

This Amendment to Contract No. 17-27-0008-M2, hereinafter referred to as "~~Fifteenth~~ Sixteenth Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Abrazar, Inc., DUNS # 803281849, a California non-profit corporation, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Contractor entered into Contract No. 17-27-0008-M2, hereinafter referred to as "original Contract," for the provision of Senior Non-Emergency Medical Transportation Program (SNEMT) in Service Area 3, Central/West County, commencing July 1, 2017 through June 30, 2018 in the amount not to exceed $1,187,310; and

WHEREAS, on January 30, 2018, the Parties executed the First Amendment to the original Contract to increase the Contract by $25,960, for a new maximum obligation of $1,213,270; and updated Paragraph 4 of the Contract; and replaced Attachment A, Scope of Services, with Attachment A1; and replaced Attachment B, Compensation/Payment, with Attachment B-1; and replaced Attachment C, Budget, with Attachment C-1; and

WHEREAS, on June 26, 2018, the Parties executed the Second Amendment to the original Contract to renew the Contract term for an additional two-year period, effective July 1, 2018 through June 30, 2020; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract amount by the monentary amount of $1,124,858 commencing on July 1, 2018 through June 30, 2019 and the monentary amount of $1,156,594 commencing on July 1, 2019 through June 30, 2020 for an aggregate Contract amount not to exceed

$2,281,452 for a total cumulative Contract amount of $3,494,722; and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Compensation/Payment, with Attachment B-2; and replaced Attachment C-1, Budget, with Attachment C-2; and

WHEREAS, on September 19, 2018, the Parties executed the Third Amendment to decrease the Contract under FY 2017-18 by a monetary amount of $78,270 for a new revised amount of $1,135,000; and increased the Contract amount under FY 2018-19 by the monentary amount of $30,666 for an aggregate Contract amount not to exceed $1,155,524 for a total cumulative Contract amount of $3,447,118; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and

WHEREAS, on November 1, 2019, the County executed the Fourth Amendment to the original Contract to increase the Contract under FY 2019-20 by a monetary amount of $88,065 for a new maximum obligation amount of $1,244,659 and for a new total cumulative Contract amount of $3,535,183; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-3, Budget, with Attachment C-4; and

WHEREAS, on April 7, 2020, the County executed the Fifth Amendment to the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and amended Paragraph 21. Notices, in its entirety; and amended Paragraph S. Change of Ownership, in its entirety; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment C-4, Budget, with Attachment C-5; and

WHEREAS, on May 19, 2020, the County executed the Sixth Amendment to amend the original Contract to renew the Contract term for an additional one-year period, effective July 1, 2020 through June 30, 2021; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract amount by the monentary amount of $1,213,013 commencing on July 1, 2020 through June 30, 2021 for a total cumulative Contract amount of $4,748,196, and replaced Attachment A-5, Scope of Services, with Attachment A-6, replaced Attachment B-4, Compensation/Payment, with Attachment B-5, replaced Attachment C-5, Budget, with Attachment C-6; and

WHEREAS, on August 12, 2020, the County executed the Seventh Amendment to amend the original Contract to temporarily increase mileage rates with no cost increase to the maximum obligation; and replaced Attachment C-6, Budget, with Attachment C-7; and

WHEREAS, on October 14, 2020, the County executed the Eighth Amendment to amend the original Contract to extend the temporary increase in mileage rates through December 31, 2020, with no cost increase to the maximum obligation; and replaced Attachment C-7, Budget, with Attachment C-8; and

WHEREAS, on January 26, 2021, the County executed the Ninth Amendment to amend the original Contract and extended the temporary increase in mileage rates through March 31,

2021, with no cost increase to the maximum obligation; and replaced Attachment C-8, Budget, with Attachment C-9; and

WHEREAS, on April 27, 2021, the County executed the Tenth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of $1,057,860 under FY 2021-22 for a total cumulative Contract amount of $5,806,056; and replaced Attachment A-6, Scope of Services, with Attachment A-7; and replaced Attachment B-5, Compensation/Payment, with Attachment B-6; and replaced Attachment C-9, Budget, with Attachment C-10; and

WHEREAS, on April 8, 2021, the County executed the Eleventh Amendment to the original Contract and extended the temporary increase to mileage rates for the period of April 1, 2021 through June 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-10, Budget, with Attachment C-11; and

WHEREAS, on August 24, 2021, the County executed the Twelfth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through September 30, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-11, Budget, with Attachment C-12; and

WHEREAS, on October 12, 2021, the County executed the Thirteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of July 1, 2021 through December 31, 2021, with no cost increase to the maximum obligation; and replaced Attachment C-12, Budget, with Attachment C-13; and

WHEREAS, on January 11, 2022, the County executed the Fourteenth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of $125,000 under FY 2021-22 for a new maximum obligation amount of $1,182,860; and replaced Attachment A-7, Scope of Services, with Attachment A-8; and replaced Attachment B-6, Compensation/Payment, with Attachment B-7; and replaced Attachment C-13, Budget, with Attachment C-14; and

WHEREAS, on January 19, 2022, the County ~~now desires to amend~~executed the Fifteenth Amendment to the original Contract and extended the temporary increase to mileage rates for the period of January 1, 2022 through March 31, 2022, with no cost increase to the maximum obligation; and replaced Attachment C-14, Budget, with Attachment C-15; and

WHEREAS, the County now desires to amend the original Contract and increase the Contract by the monetary amount of $213,000 under FY 2021-22 for a new maximum amount of $1,395,860; and replace Attachment A-8, Scope of Services, with Attachment A-9; and replace Attachment B-7, Compensation/Payment, with Attachment B-8; and replace Attachment C-15, Budget, with Attachment C-16; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Contract Maximum Obligation, set forth in paragraph 4 of this Contract, is hereby increased during the period of July 1, 2021 through June 30, 2022, by $213,000, for a maximum obligation amount of $1,395,860.

2. Attachment A-8, Scope of Services, shall be replaced with Attachment A-9.

3. Attachment B-7, Compensation/Payment, shall be replaced with Attachment B-8.

~~1.~~4. Attachment C-~~14~~15, Budget, shall be replaced with Attachment C-~~15~~16.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this ~~Fifteenth~~ Sixteenth Amendment on the dates with their respective signatures:

*ABRAZAR, Inc.

By: _____ By: _____

Name: _____ (Print) Name: _____ (Print)

Title: _____ Title: _____

Dated: _____ Dated: _____

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

For Contractors that are not corporations, the person who has authority to bind the Contractor to a Contract, must sign on one of the lines above.

****

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dated: _____

~~Dylan Wright, Director~~Deputized Purchasing Agent
OC Community Resources

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: _____ Dated: _____
DEPUTY COUNTY COUNSEL

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

1. CONTRACTOR's SCOPE OF SERVICES

FY 2018-19 Total Units of Service:
- Annual Estimated Number of Miles: 341,871
- Annual Estimated Number of Trips: 58,330

FY 2019-20 Total Units of Service:
- Annual Estimated Number of Miles: 358,880
- Annual Estimated Number of Trips: 61,242

FY 2020-21 Total Units of Service:
- Annual Estimated Number of Miles: 358,880
- Annual Estimated Number of Trips: 61,232

FY 2021-22 Total Units of Service:
- Annual Estimated Number of Miles: ~~349,959~~412,976
- Annual Estimated Number of Trips: ~~59,710~~70,462

A. Description: the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age sixty (60) and older adults who lack other reasonable means of medical-related transportation. The program utilizes appropriate vehicles on a cost per mile basis. The SNEMT funding comes from Tobacco Settlement Revenues (TSR), and Measure M2, among three (3) Service Areas in the COUNTY.

B. Services pursuant to Attachments A-~~8~~ 9 and B-~~7~~8. CONTRACTOR agrees to provide services as described in this SNEMT Scope of Services in Paragraphs 1 – 17, and SNEMT Policies and Procedures in Paragraph 18, below.

C. These services shall be provided at the firm fixed price fully detailed in the CONTRACTOR's Budget. CONTRACTOR shall operate continuously throughout the term of this CONTRACT with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. CONTRACTOR agrees to submit to COUNTY PROJECT MANAGER, upon request, a list of persons, including employees, sub-contractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

D. Additional services. CONTRACTOR also shall provide the following services to older adults to whom it provides the services described in 1.A.above: With the consent of the older adult, or his or her representative, CONTRACTOR shall bring to the attention

of appropriate officials for follow-up, conditions or circumstances which place the older adult, or the household of the older adult, in imminent danger. Nothing in this Attachment A-8 shall be construed to limit CONTRACTOR's responsibilities for elder abuse reporting as set forth in Paragraph 41 "F" of this CONTRACT.

E. Coordination of services. CONTRACTOR shall assure that all services funded under this CONTRACT are coordinated with other appropriate services in the community and that services funded under this CONTRACT do not constitute unnecessary duplications of services provided by other sources.

F. Coordination of resources. CONTRACTOR shall work collaboratively with OoA, particularly the Information and Assistance Program (I&A), to ensure that SNEMT clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

2. PERFORMANCE BOND

All CONTRACTORs must either have a minimum of five (5) years' experience in providing services comparable to that in the scope of work, i.e. transporting older adults; or must provide a performance bond in an amount equal to the estimated amount of the CONTRACT within ten COUNTY working days of notification prior to the CONTRACT award. The COUNTY shall return the bond to the CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

3. Confidentiality of Service Recipients

A. Protection from unauthorized disclosure. CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information of service recipients receiving services pursuant to this CONTRACT, and information about, or obtained from said service recipients, except for statistical information not identifying any service recipient.

B. Use of information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this CONTRACT.

C. Transmittal of requests for disclosure. CONTRACTOR shall promptly transmit to COUNTY all requests for disclosure of identifying information not authorized by the subject of such information.

D. Nondisclosure by CONTRACTOR. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this CONTRACT or authorized by the service recipient, any such identifying information to anyone other than COUNTY or the State of California without prior written authorization from COUNTY or the State, except when subpoenaed by a court.

E. Blanket authorizations or blank releases. CONTRACTOR may allow clients to authorize the release of information to specific entities, but shall not request or encourage any service recipient to give a blanket authorization or sign a blank release, nor shall the CONTRACTOR accept such from any service recipient.

F. Identity. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other identifying characteristic assigned to the service recipient, such as finger or voice print or a photograph.

G. Furnishing information as required by government CONTRACTs. The provisions of this Section shall not restrict CONTRACTOR's obligation to provide information required under this or any of its other COUNTY, State or federal contracts.

4. Evaluation and Monitoring:

A. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of CONTRACTOR during the term of this CONTRACT at any time during normal business hours.

B. Access to books and records. During normal business hours, CONTRACTOR shall provide access to COUNTY, the federal and State grantor agencies, the Controller General of the United States, and any duly authorized COUNTY, federal or State representatives to any books, documents, papers, and records of CONTRACTOR which are pertinent to this CONTRACT, for the purpose of making audits, examinations, excerpts, copies and transcriptions. CONTRACTOR shall include this requirement in any subcontracts to be funded in whole or in part by funds provided pursuant to this CONTRACT.

C. Evaluating, monitoring and assessing CONTRACTOR's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate CONTRACTOR's performance pursuant to this CONTRACT. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.

D. CONTRACTOR cooperation. CONTRACTOR shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.

E. Failure to comply. Failure by CONTRACTOR to meet the conditions necessary for an evaluation will be sufficient grounds for COUNTY to withhold and/or delay reimbursement or to terminate this CONTRACT.

5. Definitions:

A. Orange County Office on Aging (OoA), the designated Area Agency on Aging for Orange County.

B. "Information & Assistance [I&A]" means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

C. "Subcontractor" means any entity that furnishes to CONTRACTOR services or supplies relative to this CONTRACT.

D. "COUNTY PROJECT MANAGER" means the COUNTY shall appoint a PROJECT MANAGER to act as a liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with CONTRACTOR.

E. "COUNTY's CONTRACT ADMINISTRATOR" means the "CONTRACT ADMINISTRATOR" who shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.

6. Overview of Service Delivery Expectations

The purpose of the Senior Non-Emergency Medical Transportation Program (SNEMT) is to provide a coordinated community-based system of non-emergency medical transportation for older adults age 60 and older adults who lack other reasonable means of medical-related transportation. The program utilizes cars, vans, mini-buses, or other appropriate vehicles on a cost per mile basis.

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

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

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

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

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

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

7. SNEMT Performance Outcomes

The following Performance Outcomes have been identified for this transportation program:

- To provide older adults with non-emergency medical transportation on a daily, weekly, and/or monthly basis;
- To provide wheelchair accessible services which are safe and reliable;
- To enable older adults to access preventive medical services to maintain and/or improve their overall health;

- To help older adults decrease hospitalizations and delay premature institutionalization;
- To increase the availability of transportation services to older adults in Orange County; and
- To seek out matching funds through funding streams, donations and or other means of fund leveraging to support ongoing SNEMT services.

8. Service Areas

Geographic service areas represent the North, South and Central/West parts of the County.

- **Area 1**, **North County,** includes the following cities, communities, and County unincorporated areas: Anaheim, Brea, Buena Park, El Modena, Fullerton, La Habra, La Palma, Olinda, Olive, Orange, Orange Hills, Orange Park Acres, Placentia, Villa Park and Yorba Linda.
- **Area 2**, **South County,** includes the following cities, communities, and County unincorporated areas: Aliso Viejo, Coto de Caza, Dana Point, Dove Canyon, Irvine, Ladera Ranch, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Flores, Mission Viejo, Modjeska Canyon, Newport Beach, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana Heights, Santiago Canyon, Silverado Canyon, and Trabuco Canyon.
- **Area 3**, **Central/West County,** includes the following cities, communities, and County unincorporated areas: Costa Mesa, Cowan Heights, Cypress, Fountain Valley, Garden Grove, Huntington Beach, Lemon Heights, Los Alamitos, Midway City, North Tustin, Rossmoor, Santa Ana, Seal Beach, Stanton, Sunset Beach, Surfside, Tustin, and Westminster.

9. Marketing and Outreach

CONTRACTOR shall identify culturally and linguistically appropriate measures for reaching older adults in need of transportation and determine procedures for implementation of outreach, which may include, but is not limited to, brochures, flyers, and public presentations.

In order to ensure effective collaboration and coordination of services, the CONTRACTOR shall be required to submit drafts of all printed materials related to outreach and marketing of OoA Senior Non-Emergency Medical Transportation Fixed-Price Per Mile Program services to OoA for approval before publication and dissemination.

10. Program Policies and Procedures

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

11. Program Requirements

A. Trip Purpose:

CONTRACTOR will only transport Clients for approved trips for non-emergency medical purposes. Such purposes may include but are not limited to: appointments with medical practitioners, outpatient services, lab testing, dental, vision, rehabilitation

and therapy, health education, mental health counseling and the securing of prescription drugs and devices. The purpose of the SNEMT Program is to assist the Client to live independently through access to appropriate medical care. All trips that are not medically related are ineligible.

B. Client Fares or User Fees

CONTRACTOR will either charge a $2.00 user fee per one-way trip or obtain donations or contributions equal to $2.00 per one-way trip. A Low Income Waiver may be granted to clients experiencing extenuating financial circumstances.

C. Non-ambulatory Accessible Vehicles

CONTRACTOR shall provide non-ambulatory accessible vehicles as required by the individual needs of the enrolled clients.

D. Trip Length

CONTRACTOR shall provide a maximum trip length not to exceed 15 miles. Trip time will be limited to forty-five minutes maximum. Exceptions to the 15 mile limit include the following destinations:

- Long Beach Veterans Administration Hospital
- Kaiser Lakeview in Anaheim
- Kaiser Anaheim Medical Center in Anaheim
- UCI Medical Center in Orange
- Hoag Hospital Newport Beach
- Hoag Hospital Irvine
- St. Joseph's Hospital in Orange
- Kaiser in Irvine
- Newport Beach Dialysis Center
- Whitaker Wellness Institute in Newport Beach
- Other medical destinations as deemed appropriate by the Office on Aging

Out of COUNTY trips must be within a 10 mile radius of the client's residence, or as approved by the Office on Aging.

E. Trip Limits

Client trips will be limited to 16 one-way trips per client, per month with the ability to exceed trip limit, however the CONTRACTOR may waive the trip limit based on client need. Contractor will provide methodology proposed to track individual client monthly trips to ensure the 16 trip maximum is enforced and to maintain documentation to support trip limit waivers. At the request of the Office on Aging, the CONTRACTOR will implement Client Priority Criteria as outlined in SNEMT Policies and Procedures.

F. Client Satisfaction Surveys

The OoA will conduct an annual multi-language customer satisfaction survey as needed. Results of the survey will be distributed in a report as deemed appropriate by the Office on Aging.

G. Personal Care Attendants

CONTRACTOR shall not count personal care attendants as individual trips but may count them as a passenger transported. Personal care attendants will not be charged a user fee.

H. Trip Sheets or Route Manifest

CONTRACTOR shall identify methods used to document designated trips, addresses of pick-up and drop off points, clients, miles and times for pick up and drop off, no-shows, and cancellations. CONTRACTOR will maintain trip sheets and route manifests at a program office or facility within Orange County. Trip sheets and route manifests will be subject to review by the OoA.

I. Shared Rides

In the event that multiple passengers can be carried at the same time without any passenger riding for more than 45 minutes, mileage for the shared rides will be determined in the following manner: The shortest possible route distance for each passenger will be determined using scheduling software or a mapping system such as Mapquest® or Google Maps®. The shortest possible route distance for each passenger utilizing the shared ride will be reported on the trip sheet summary included with the monthly invoice.

J. One-Time-Only Funds

One-Time Only funds may be expended solely to provide non-emergency medical transportation baseline services for the SNEMT program.

12. Service Data Collection, Recording and Reporting Requirements

CONTRACTOR shall be required to collect, record, and report data necessary to meet OoA requirements in a manner consistent with the OoA requirements concerning the confidentiality of client names and addresses. Such reports shall be submitted to the OoA on a monthly basis no later than fifteen days following the end of the month for which the report is due. Such reports shall be provided on forms or in a format deemed necessary by the OoA. Other program reports will be due within fifteen days of a written request from the OoA.

CONTRACTOR shall establish procedures to ensure the accuracy and authenticity of the number of eligible clients participating in the program. Such procedures shall be kept on file at the CONTRACTOR's site within Orange County. OoA Senior Non-Emergency Medical Transportation Program records and reports shall be made available for audit, assessment, or inspection by authorized representatives of OoA. Information obtained from a participant's records shall be maintained in a confidential manner.

A. CONTRACTOR SNEMT Database

CONTRACTOR shall be responsible for implementing and maintaining a COUNTY-approved database which shall be used to record and maintain data pertaining to this program, including, but not limited to: client contact information, application data, and travel records for each client approved for participation in the SNEMT Program; operating statistics, such as numbers of passengers per hour and miles per trip;

financial data and records of grievances and the investigation and resolution thereof. The COUNTY may, at its discretion, modify or add to these data requirements.

B. Program Monthly Performance Report

1. Content

On a monthly basis, a report documenting the services provided, performance and fund expenditure of each contracted transportation program shall be due to the Program Manager.

Monthly Performance Report data will be submitted on the form provided by the Office on Aging, and submitted in electronic form. A separate Monthly Performance Report shall be submitted for each funding source (TSR and M2).

2. Timing & Submission

The Program Monthly Performance Report shall be submitted by email to the designated contract analyst prior to 5:00 p.m. local time on the fifteenth calendar day of the month following the end of the month for which the report is due.

C. Monthly Invoices

1. Content

The monthly invoices shall include a trip sheet summary that tabulates the total client mileage by tenths of a mile for each of the four types of transportation in the Service Area(s) for the month. Each mileage total shall be multiplied by the corresponding mileage rate to determine that month's billing for each transportation type. The four amounts in each Service Area will be added together to determine the total billing for each Service Area for the month. If a CONTRACTOR is providing transportation in more than one Service Area, the CONTRACTOR will provide an individual trip sheet summary and invoice for each Service Area. A separate trip sheet summary and invoice shall be submitted for each funding source (TSR and M2).

CONTRACTOR shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging.

2. Timing & Submission

The Monthly Invoice shall be submitted prior to 5:00 p.m. on the fifteenth calendar day of each month as a printed-paper copy signed in blue ink by an authorized signer and delivered to:

OC Community Resources
601 N. Ross St.

Santa Ana, CA 92701
Attn: Accounts Payable, 6th Floor

13. Fiscal Requirements

CONTRACTOR shall maintain and submit records, statistical information, and financial reports, including invoices, in a form and format required by the County of Orange or OoA. The format may specify paper or electronic transfer. Monthly reports and invoices shall be submitted no later than fifteen calendar days following the end of the month for which the expenditures were incurred. Other fiscal reports will be due within fifteen calendar days of a written request from the OoA.

CONTRACTOR shall maintain separate accounting records for this program.

14. Service Delivery Requirements.

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

A. Staff Requirements & Policies

CONTRACTOR shall provide the necessary management and administrative personnel whose expertise will ensure efficient operation of SNEMT services. OoA recognizes that a high quality operation begins with key personnel. Therefore, a minimum level of required staffing is described for the positions and functions described below.

1. Program Manager/Director

The program manager/director will be in charge of all management and day-to-day operations of the CONTRACTOR's SNEMT program. The position will maintain consistent and sufficient contact and communication with the OoA and be responsible for all CONTRACT obligations.

2. Transportation Coordinator

The transportation coordinator will be responsible for interactions with the community in programs related to senior transportation, assessing older adult clients for program enrollment, referring seniors to alternative transportation services, coordinating SNEMT trips for eligible clients, tracking required statistical data, marketing the program services and record keeping for the program.

3. Drivers

Drivers must meet the following minimum standards:

- Must be legally licensed and certified, as appropriate, for the vehicle being operated.
- Drivers operating buses shall have a valid Class B license with a P endorsement as well as maintain a valid medical certificate and any other licenses or certificates required by applicable federal, State, or local

regulations.

- Drivers operating taxicabs must be certified through OCTAP.
- Must be in good standing with the DMV and not have more than two (2) moving violations within the thirty-six (36) month period preceding operation of the SNEMT service.
- Drivers cannot have a Motor Vehicle Record that contains any two point violation; or has outstanding failure to appear or failure to pay violations.
- Must be able to speak, understand, and read English.
- Drivers are required to treat all passengers with respect and courtesy.

4. Reservations, Scheduling, Dispatch and Routing

a. Reservations and Scheduling

CONTRACTOR shall provide qualified and trained personnel to answer and properly respond to all telephone, facsimile and TDD calls for SNEMT trip reservations, cancellations, ride check status, service inquiries, and general information requests.

When calls are received from non-English speaking clients, bilingual staff or an appropriate translation service (such as the ATT Language Line) shall be used.

The assigned scheduling staff will also review, coordinate and adjust all vehicle itineraries prior to the service day, initiate call-backs of SNEMT passengers as needed to adjust scheduled services, monitor and coordinate service resources to maximize system efficiency and performance, track cancellations and no-shows.

CONTRACTOR staff responsible to take reservations shall be on duty during the hours of 8:00 A.M. to 5:00 P.M. on weekdays. Contractor shall assign staff to be on-duty to handle cancellations and ride check status calls during the hours of 7:00 A.M. to 6:00 P.M. on weekdays. During periods when reservations staff are busy and during non-office hours, cancellations may also be taken by voice mail or other telephone message device.

b. Dispatching

CONTRACTOR shall provide qualified and trained personnel to:

- Schedule and assign drivers and vehicles in accordance with the service hour schedules and scheduled trips for each day;
- Assist drivers while they are in service to carry out the assigned trips on-time, providing address assistance and telephoning passengers as needed;
- Monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner; and,
- Ensure that unanticipated service demands, passenger and vehicle accidents, other events and general service delivery are

handled and performed in accordance with OoA policies and procedures.

Dispatching staff are to be on-duty from the time the first SNEMT vehicle is in service until the last SNEMT vehicle is out of service.

Dispatch staff will also ensure that:

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

  The OoA "no stranded passengers" policy is enforced.

B. Telephone and Radio Systems

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

CONTRACTOR shall maintain all communications equipment in good working order.

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

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

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

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

C. Computer System

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

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

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

D. Routing

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

15. Vehicle Operations

A. Driver Trip Sheets and Mileage

OoA will approve the trip sheet format for the SNEMT program which will be developed by CONTRACTOR. Mileage readings on the Driver's Trip Sheet will indicate the actual per trip miles from pick-up point to drop-off point. Starting odometer readings shall be recorded in the appropriate places when the vehicle leaves and at the first scheduled pick-up. The ending odometer readings will be recorded at the time of the last drop off and upon returning to the yard or vehicle resting location.

Driver Trip Sheets will at a minimum also include:

- Passenger name, scheduled time and address of pick-up
- Actual time driver arrived at location of pick-up
- Address of passenger drop-off
- Actual time driver dropped off passenger
- No Shows and trip cancellations, should they apply
- Any unscheduled trips or stops that may occur

CONTRACTOR shall organize and file trip sheets by date. All original trip sheets will be maintained by the CONTRACTOR and kept within an Orange County location for review by OoA during normal working hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. A Trip Sheet Summary will be sent to the OoA with the Monthly Report and invoice by the 15th calendar day of the following month.

B. Vehicles

CONTRACTOR will provide a sufficient number of vehicles and drivers to deliver services and meet the requirements of the program. This number will be determined by the scheduling of trips and the capacity of the vehicles proposed for this service. Determination of the number of vehicles required to provide these services is the responsibility of the CONTRACTOR.

CONTRACTOR shall provide sufficient vehicles for back-up due to breakdowns or accidents and on-street driver relief as needed.

CONTRACTORS proposing to use taxis must comply with OCTAP regulations and must provide accessible services to passengers upon request. (OCTAP regulations can be found at: http://www.octap.net/regulations.pdf).

Taxi vehicles must be certified through OCTAP.

C. Facilities, Vehicles & Vehicle Maintenance Services

I. Vehicle Inspection

CONTRACTOR shall establish an inspection procedure that ensures that each vehicle that is in service is inspected before first pick-up and at the end of each service day. CONTRACT shall maintain records of the inspections at the program office for review at the discretion of the OoA.

II. Facilities and Vehicle Maintenance

SNEMT services shall be operated from a facility provided by CONTRACTOR. Vehicle maintenance shall be provided by CONTRACTOR staff or CONTRACTOR's vendor. CONTRACTOR shall conduct vehicle maintenance and repair operations so that a sufficient number of vehicles are available during operating hours to meet the client demand for transportation.

III. Administrative and Clerical Office Space

CONTRACTOR shall provide administrative and clerical office space suitable to accommodate the personnel necessary to operate the SNEMT service and to maintain and keep all necessary data and records. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the SNEMT service.

IV. Reservations, Scheduling and Dispatch Office Space

CONTRACTOR shall provide reservations, scheduling and dispatch office space suitable to accommodate the personnel necessary to operate the reservations, scheduling and dispatch functions of the SNEMT service. CONTRACTOR shall provide all furnishings and equipment, including telephones and telephone service, necessary for operating the reservations, scheduling and dispatch functions of the SNEMT service.

V. Transportation Coordinator Office Space

Suitable office space shall be dedicated and functionally organized to accommodate the Transportation Coordinator, allowing for confidential conversations to take place with potential clients and security of client applications or data containing personal client information.

VI. Maintenance Facilities

CONTRACTOR shall comply with OSHA regulations. CONTRACTOR will be responsible for disposal of any hazardous waste generated by its operation in compliance with all E.P.A. and California Department of Health Services regulations. Contractor shall comply with all State Water Resources Control Board Nonpoint Source (NPS) Pollution Control Plan requirements under the Federal Clean Water Act.

CONTRACTOR is required to provide adequate and appropriate shop equipment and special tools as necessary to perform the necessary maintenance tasks required. CONTRACTOR is required to provide all

necessary fuels, lubricants, materials, parts and labor for the maintenance of SNEMT vehicles.

If vehicles with a capacity of ten or more passengers are used to provide SNEMT services, the CONTRACTOR shall ensure that the ten-or-more passenger vehicles meet all standards required to pass a CHP Terminal Inspection. Ten-or-more passenger vehicles shall receive and pass a yearly CHP Terminal Inspection.

CONTRACTORS may use a third party for maintenance.

At the CONTRACTOR's expense, the Office on Aging will randomly select vehicles from the CONTRACTOR's and subcontractor's fleet to receive an annual vehicle inspection at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

VII. Red Tagged Vehicles

The OoA may, during normally scheduled monitoring visits, or, as a follow-up to a client complaint, inspect any vehicles used by CONTRACTOR to transport clients. If, in the opinion of the OoA, a vehicle does not meet OoA safety standards, it may be "red tagged." A vehicle that has been "red tagged" shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by CONTRACTOR and verified by OoA.

A vehicle may be "red tagged" by OoA if any of the following occurs:

- Safety equipment missing (per Vehicle Code requirements)
- Wheelchair lift inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing or inoperative
- Tires: Flat, worn, embedded objects, bald
- Passenger door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Coolant leaks
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts
- Any noncompliance with Federal Motor Vehicle Safety Standards and

other governing agency safety, vehicle operations regulations
- Any other safety or maintenance item which may endanger the safety of SNEMT clients

VIII. Vehicle Cleanliness

To facilitate customer service, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

Daily Vehicle Cleanliness Standards:

Interior vehicle cleaning will be done on a daily basis with the exterior being washed at a minimum weekly or as needed. Daily cleaning will include:

- Clean inside of all windows, remove fingerprints and head prints
- Remove dust from seats and dashboards
- Sweep or vacuum all floor areas, mop up any spills
- Ensure vehicle is free from all paper, gum, and debris, etc.
- Repair any damaged seats
- Remove any graffiti
- Ensure wheelchair securements and passenger restraints are clean and serviceable

IX. Road Calls

In the event of a vehicle failure while in service, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure continuity of service.

16. Office on Aging Oversight and Management.

Oversight of the SNEMTCONTRACTOR's operations and program performance and processing of monthly invoices will be administered by OoA. CONTRACTOR will be monitored and evaluated by the OoA contracts staff and Auditor/Controller staff annually or at any time the OoA staff determines it is required to ensure quality and safety of the program.

17. Client Transfers to Subsequent Contractor.

In the event that an existing service provider of SNEMT services will not be receiving a CONTRACT award as a result of this solicitation, that provider shall be required to transfer its clients to the new CONTRACTORS(s) in its respective Service Area.

Any new CONTRACTORS(s) must cooperatively participate in the transition of clients currently enrolled in the SNEMT programs. The transition of clients will occur in the 30 to 45 day period of time prior to the current SNEMT CONTRACT expiration date of June 30, 2018. New CONTRACTOR(s) shall participate in the seamless transition of SNEMT services to existing clients currently in SNEMT programs.

During a transition of clients, OoA staff will conduct several meetings with the ending and new CONTRACTORS to discuss specific operations, transfer of client records, client notification procedures, and the time frame in which these must occur.

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18. SNEMT Policy and Procedures

Senior Non-Emergency Medical Transportation Program

Policies and Procedures

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A. SNEMT CLIENT ELIGIBILITY CRITERIA

I. CLIENT ELIGIBILITY

The Senior Non-Emergency Medical Transportation Program has been developed to provide non-emergency medical transportation to medical services for older adults who have no other reasonable means of transportation.

a. Client Eligibility Requirements:

i. Must be at least 60 years of age and reside in Orange County

ii. Must reside in a designated Service Area served by Contractor

iii. Client must have completed the application process prior to receiving services

b. Clients shall be notified by mail when the application is approved.

II. CLIENT PRIORITY CRITERIA

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

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

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

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

III. CLIENT PRIORITY CATEGORIES

a. Priority 1: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and in need of the following medically related trips:

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

b. Priority 2: Individuals who are:

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

- Need for life sustaining medical care such as dialysis, chemotherapy, radiation treatment
- Multi-system failure or conditions requiring immediate medical supervision/care, e.g. diabetes, heart disease, Chronic Obstructive Pulmonary Disease (COPD)
- Surgery or non-elective (immediate need) procedure

c. Priority 3: Individuals who are:

Age 60 and over, at or below 50% of the Area Median Income, have no other access to specialized transportation services and are in need of the following medically related trips:

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

d. Priority 4: Individuals who are:

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

- Rehab/Physical Therapy with a physical therapist
- Dental
- Elective procedures
- Vision
- All other non-urgent medical appointments

e. Priority 5: Individuals who are:

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

- Health education
- Disease management

B. APPLICATION, ENROLLMENT AND REFERRAL PROCEDURES

I. APPLICATION PROCESS

a. Upon receipt of referral, the Transportation Coordinator (TC) will contact the applicant and inform the applicant of the application process and the program services.

b. Applicant will be asked how much his annual income is to determine income status. A low income waiver for trip fares may be offered to clients experiencing extenuating financial circumstances.

c. SNEMT Application form will be mailed to applicant. User Fee Waiver form will also be mailed as needed. Forms may be faxed or e-mailed to applicant if he has access to fax or e-mail.
A sample of the User Fee Waiver Form is included in Section XI.C.

II. When completed application form is received, the application will be reviewed for:

a. Geographic limitations or service area restrictions
b. Eligibility of service request as a medically related trip
c. Ambulatory/non-ambulatory requirements
d. Existing transportation resources

III. Applicant will be informed of eligibility status within 5 days of return of application.

IV. Eligible applicants will be assigned a SNEMT client ID number. Confirmation letter, program guidelines and program fact sheet will be mailed to approved applicants.

V. Referred applicants not meeting eligibility criteria will be referred to OoA Information and Assistance (800) 510-2020, if the SNEMT program cannot assist the client in finding other transportation options.

A sample SNEMT Application Form is included in Section XI.A.

C. RIDER INSTRUCTIONS AND CLIENT GUIDELINES

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

D. TRANSPORTATION PROGRAM SERVICE HOURS

1. The Transportation Coordinator services and program office hours will be available Monday through Friday from 8:00 am to 5:00 pm.

2. Transportation services will be available Monday through Friday from 7:00 am to 6:00 pm.

3. Transportation is not available on the following official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall notify the Office on Aging in writing regarding any additional holidays to be observed by the Contractor's SNEMT program.

4. Transportation is not available on weekends, unless the SNEMT program Provider is willing to provide trips under exceptional circumstances, at their own discretion.

E. USE OF WAITING LISTS

1. Once maximum trip capacity has been reached, it will be necessary to create a list of new clients waiting for an opening in the program.

2. A waiting list is only for older adults who have completed the SNEMT application process and are eligible to use the transportation program. Those who are not eligible to use the program will not be placed on a waiting list.

3. A waiting list will be formed only when program trip capacity has been reached. Participants on the waiting list will be reviewed monthly by the TC to determine status and potential timeline for being removed from the list.

4. Participants will be transferred from the Waiting List to the Active Client List in the following order:

   First: Those individuals who require priority trips due to medical conditions;

   Second: Those individuals with multiple illnesses; and,

   Third: Remaining individuals.

5. On a quarterly basis, the TC will monitor trip histories of enrolled individuals and contact those individuals who have not used the program in the previous six month period. TC will determine continuation or termination of the individual to control program capacity and reduce use of a waiting list.

F. OoA INFORMATION & ASSISTANCE (I&A) DEPARTMENT RESOURCES

1. Developing a partnering relationship with Information and Assistance (I&A) is critical as it is the central clearinghouse for information on all services and programs for older adults in Orange County. Contractor must develop an understanding of I&A's referring mechanism, both to SNEMT and other services.

2. Instruct staff to refer clients to the (800) 510-2020 number if it appears that they may need information on other services, including, but not limited to, caregiving assistance; congregate and home delivered meals; case management; non-SNEMT transportation; in-home services; health services; housing; legal assistance; health insurance; financial assistance; ethnic services; products and services for the disabled population; social activities and exercise venues.

3. To encourage and maintain an open dialogue, contact the I&A Manager for any issues having to do with I&A.

G. CLIENT TERMINATION OR SUSPENSION POLICY

1. Program must notify Office on Aging, in writing and in advance, when terminating or suspending a client from the SNEMT programs.

2. Clients will be notified in writing of the reason for the termination or suspension and when it is effective. A copy of the notice shall be maintained in the client file.

3. Client termination or suspension from the program is at the discretion of the SNEMT program provider, and may be necessary should any of the following situations occur:

   a. Abuse of the No-Show policy (3 no-shows within a 30 day period)
   b. Utilizing SNEMT for purposes other than medically related trips.

4. Providers shall retain client files for all clients who have been removed from the program, so that in the event that they should re-apply at a later date, their previous eligibility can be verified before beginning the process of re-applying for SNEMT services. These files are subject to the same storage requirements pertaining to the Provider's records specified in the Contract.

H. CLIENT RELEASES

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

III. TRIP SCHEDULING INSTRUCTIONS

A. DEMAND RESPONSIVE RESERVATIONS

1. The following client information is required to schedule rides:
   a. Name & SNEMT I.D. number
   b. Phone Number
   c. City of residence
   d. Date and time of appointment and return ride
   e. Name, address and phone of where client needs to go

2. Handle telephone requests and inquiries so as to maximize customer service, giving timely, accurate and courteous service.

3. Carry out trip reservation activities in a manner which will maximize SNEMT productivity.

4. Remind client of pick-up window time and determine if client requires door-to-door service.

B. SCHEDULING

1. Receive, approve and process requests for service. Review and refine daily trip itineraries. Assess distances and routing to ensure efficient travel patterns. Initiate client call backs regarding any trip discrepancies and or schedule changes.

2. Define, monitor and analyze fleet performance and adjust resource allocations or service schedules to meet changing time and travel patterns.

3. Track cancellations and no-shows, summarizing activity each month.

C. DISPATCHING

1. Dispatchers will schedule and assign drivers and vehicles in accordance with the trips scheduled for each day;

2. Dispatchers will assist drivers while they are in service to carry out the assigned trips on time by providing address assistance and telephoning passengers as needed.
3. Dispatchers will monitor the performance of scheduled trips, reassigning trips and/or adjusting the number of vehicles in service as needed to ensure on-time performance in the most efficient manner.
4. Dispatchers will provide continuous monitoring of assigned radio frequencies during all hours that vehicles are in service, answer and respond to telephone calls on the Ride Status line, and respond to calls from drivers and OoA staff.

D. SNEMT NO SHOW POLICY

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

    Each client's No-Shows will be tracked monthly and recorded in client file.

E. CANCELLATION NOTICE

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

F. NO PASSENGER STRANDED POLICY

1. Under no circumstances will an SNEMT client be stranded at a drop off point. At the time of the ride reservation the scheduler/dispatcher will confirm the need for a round trip and schedule

accordingly. In the event a driver does not respond to the scheduled trip and a call is received from the passenger, immediate use of back-up systems will ensure the trip is provided.

G. INELIGIBLE TRIPS

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

IV. EMERGENCY PROCEDURES

A. ACCIDENT/INCIDENT REPORTING AND FOLLOW UP

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

   A sample of the Incident Report Form is included in Section XI.F.

B. PROCEDURES FOR EMERGENCIES

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

1. Flat-tire(s) or Engine breakdown:
   a. Driver must bring vehicle to a safe stop and location.

b. Driver must call Dispatch to send another vehicle to pick up client(s) in order to drive them to their destination(s).

c. Driver should stay with client(s) and the vehicle until help arrives.

d. If unable to fix/repair, call towing service.

2. Fire:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to remove client(s) to closest safe area.

c. Driver to call 911.

d. Driver to call the Dispatcher.

e. Driver to attempt to contain fire (If safe to do so) using fire extinguisher located in the vehicle.

f. TC to notify OoA of incident and file written report.

3. Earthquake:

a. Driver to park vehicle in safe location and turn off engine.

b. Driver to assess situation and contact Dispatcher.

c. Dispatcher to provide driver with instructions.

d. Keep client(s) in vehicle unless vehicle is in jeopardy.

e. Remain calm and reassure client.

f. If necessary, move client out of the vehicle and to the closest safe area.

g. Do not touch fallen or damaged electrical wires.

h. Dispatcher to contact/inform the manager of SNEMT program.

i. Dispatcher to file formal report to the OoA within 24 hours of incident.

4. Client Emergency Situations:

a. Driver to observe client's medical status/needs.

b. Driver to stop vehicle and park vehicle in safe location and turn off engine.

c. Driver to call 911 for emergency assistance with falls, breathing and heart problems or choking.

d. Driver to call Dispatcher to inform and/or request assistance and guidance.

e. Emergency treatment (including CPR) may be initiated by certified and trained drivers only, until arrival of paramedics or other qualified healthcare provider.

f. Paramedics or other emergency personnel will be responsible for transfer of patient to appropriate facility.

g. Driver to complete incident form and give to Dispatcher within 24 hours.

h. Dispatcher to report incident to manager.

i. Manager will notify OoA Program Administrator.

V. CLIENT COMPLAINT PROCEDURES

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

1. Client calls SNEMT provider with complaint or provider receives complaint from third party and contacts client.
2. TC will document client's issues on the complaint form (sample in Section XI.E) and notify appropriate parties.
3. TC will follow up with client's concerns and establish a plan of action within 2 business days.
4. TC will document resolution of issue on the complaint form.
5. TC will inform client of corrective steps taken within 3 business days and ensure client is satisfied.
6. TC and manager will review and sign complaint form.
7. Completed complaint form is placed in locked client file.
8. TC will report unresolved client complaints to manager for guidance and resolution.
9. TC will notify OoA Program Administrator of client's complaint and plan of action within five working days of receipt of complaint.

VI. DATABASE PROCEDURES

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

A. DRIVER'S TRIP SHEETS

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

k. Drop-off time

l. Odometer mileage reading at place of drop-off

m. Client's signature

n. User Fee Collected/Not Collected

5. This information, except for client's signature, will be entered into the client database.

B. CLIENT FOLDERS

1. Transportation Coordinator (TC) shall maintain file folders for each SNEMT client in a manner to ensure client confidentiality. Each Client Folder shall contain:

   a. The client's signed application form with approval date and TC's initials

   b. User Fee Waiver Form (if used)

   c. Copy of client's confirmation letter

   d. Copy of any client complaints and resolution of complaint

   e. Copies of all correspondence to and from client

   f. Notes pertaining to client, such as, but not limited to: client's transportation requirements; client's transportation preferences; names and addresses and phone numbers of client's doctors, dentist, optometrist, pharmacy, and labs; other OoA administered programs in which the client is enrolled; and, any additional information that could assist the TC and drivers when serving the client.

C. CLIENT DATABASE

1. The TC shall ensure that all clients' data is stored in a secure computer database for easy access. Client trip histories may be kept in a separate, secure computer database.

2. Back-up of database(s) shall be performed weekly at a minimum. Database back-up may be performed more often, as needed.

3. Database shall be designed so that all the data required for Contractor's SNEMT Reports will be recorded.

4. Only authorized staff will have access to database to ensure confidentiality of client records.

VII. REPORTING PROCEDURES

A. DAILY OPERATIONS REPORTING

1. Information from vehicle operations shall be recorded daily on the driver's trip sheets. Cash fares will be totaled and reconciled on the driver's trip sheet.

2. The information recorded on the trip sheets shall be reviewed by Contractor staff for errors and completeness and entered in the Contractor's SNEMT database.

B. MONTHLY REPORTING

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

A sample of the Monthly Performance Report Form is included in Section XI.J.

Data elements will be included on the monthly invoice and the trip sheets, including:

1. The number of trips of each type provided and mileage for each trip type will be totaled from the SNEMT database. The total number of trips for each of the four trip types and the total mileage for each of the four trip types will be entered into a Microsoft Excel spreadsheet invoice form supplied by the OoA.
2. Cash fares collected shall be totaled, retained by the Contractor, and entered on the Contractor's monthly invoice.
3. The monthly trip history data shall be uploaded to a secured server to OoA in Microsoft Excel format within fifteen working days of month of service. Original trip sheets/trip tickets shall be retained by the Contractor.
4. Contractor shall provide mileage verification data obtained through MapQuest ®, Google Maps ®, or similar software as back-up for 100% billed trip miles by submitting a PDF file for each one-way trip that contains: A) Participant ID Number; B) Address of the "to" and "from" destination as displayed on the trip sheet; and C) Number of miles recorded by the software that matches the billed mileage. Back-up documentation will be scanned in the order as the trips are displayed on the trip sheets and uploaded into a secured folder as provided by the Office on Aging..
5. Additional performance indicators may be requested by OoA. The Monthly Performance Report and Demographic Report Form will be accompanied by an electronic copy of the recorded Trip Sheet data for the month just completed. All data collected by the Contractor shall be available upon request for audit and inspection by OoA.

   A sample of the Monthly Performance Report Form is included in Section XI.J.

   A sample of the Demographic Report Form is included in Section XI.K.

VIII. DRIVER AND STAFFING POLICIES

A. BACK-UP SYSTEMS

1. Contractor shall maintain substitute or back-up staff and drivers to support daily SNEMT services and scheduled trips. Back-up systems will be in place to handle road assistance calls from drivers, to relieve drivers if they become sick, to relieve drivers for family emergencies, and relieve drivers who are deemed inappropriate or unsafe by either the SNEMT provider or OoA. Back-up systems will be in place to support the dispatcher and the TC in their absence.

B. DRIVER DRESS AND APPEARANCE STANDARD

1. Appropriate attire that conveys a professional image will be worn by all drivers when operating a vehicle in SNEMT service. Clothing must remain in good repair, and not appear damaged or worn out.
2. Drivers will be required to adhere to grooming and appearance standards, such as but not limited to the following:
   a. Clothing must be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses must be tucked in and only the top button may be left unbuttoned;
   b. Beards must be clean and neatly trimmed;
   c. Shoes or boots must cover the foot completely and be in good repair, polished and cleaned.

C. DRIVER TOOLS

1. The SNEMT drivers shall have all tools and equipment necessary to perform all the duties of an SNEMT driver. Driver equipment will include, but not be limited to, a current Thomas Guide or equivalent map book of the operating area, manifests (trip sheets), clipboards, pens, and

pencils. Drivers are also required to be equipped with an operable and accurate time piece at all times.

D. PERSONNEL POLICIES

1. The Contractor shall have in effect personnel policies that conform to all State and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, Cal OSHA, Worker's Compensation, and other regulations as appropriate.
2. The Contractor shall maintain at all times a current list of personnel assigned to the SNEMT Contract and provide the OoA Program Administrator with an updated roster of all drivers each month.
3. Employees may not have weapons in their possession or in SNEMT vehicles.
4. Contractor shall maintain a smoke free work environment. There is no smoking allowed in SNEMT vehicles or anywhere in SNEMT facilities.
5. SNEMT Contractors shall maintain a Zero Tolerance Policy for inappropriate behavior between passengers or between passenger and driver. Allegations of sexual misconduct, lewd behavior, or sexual harassment made by any client must be reported to the OoA staff immediately. Should the Contractor receive notification from other than OoA that an employee is allegedly involved in a criminal activity including, but not limited to, sexual misconduct, lewd behavior, or sexual harassment, the Contractor shall notify OoA's Program Administrator immediately as well as local police or Orange County Sheriff's Department.
6. The Contractor must have established standards for recruitment and hiring of drivers.
7. OoA retains the right to review Contractor's personnel policies and the list of personnel assigned to the SNEMT Contract. Proposed changes in key personnel or job duties shall be subject to review and approval by OoA.

E. REMOVAL OF DRIVERS

1. OoA may require that any driver be removed from transporting SNEMT clients for excessive complaints, rudeness, or other inappropriate behavior or appearance. OoA has a Zero Tolerance Policy with regard to misconduct or inappropriate contact between vehicle operators and passengers, and if an allegation of this nature is received, Contractor shall remove the driver from service immediately pending resolution of the allegation to OoA's satisfaction.
2. Any driver receiving three or more valid customer complaints within a rolling 30-day period will be subject to a thirty (30) day probation period. During this period, OoA will evaluate whether a driver is suitable for service.
3. OoA will notify the Contractor, in writing, If any driver is determined unsuitable. Within ten days of receipt of such notice, Contractor shall, at its sole discretion, either propose to replace the driver or present to OoA a plan for correcting the driver's performance deficiencies within a 30-day period thereafter. If either OoA rejects the plan or the driver's performance deficiencies are not corrected to OoA's satisfaction within the 30-day plan period, the Contractor shall immediately replace the driver.

F. DRIVER FEEDBACK

1. Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor must have on-going mechanisms, including monthly driver meetings to capitalize on driver feedback.

G. LOST AND FOUND

1. Policies for handling of lost and found personal effects shall be as follows:

a. Drivers shall check their vehicles after each trip for items left on board. If lost items are found, the driver is to contact their dispatch and inform them of the lost item. At the end of the shift, the driver will fill out a Lost and Found report and turn in the lost item to the dispatcher.

b. Dispatcher will receive the item along with the Lost and Found report from the driver and contact the passengers from that day's schedule to determine if item belongs to them.

c. All lost and found items with a value of greater than $10.00 must be secured at the SNEMT provider's facility for a period of not less than 90 days.

d. Disposal of unclaimed items other than cash after the 90 days will be reported to OoA with copies of the lost and found reports.

H. DRIVER TRAINING AND SAFETY PROGRAMS

1. Vehicle Operator Training

a. Contractor shall be responsible for all training of vehicle drivers on service policies, passenger needs and overview of SNEMT services.

b. Contractor shall be responsible for the provision of qualified training staff to conduct behind-the-wheel driver training and other training as determined by the Contractor.

2. Training Standards

a. Contractor will design, schedule and conduct ongoing training procedures which will train and prepare all drivers assigned to the SNEMT contract in a manner that conforms to all State and local laws and assures OoA's operational objectives below are met.
- Provide SNEMT services which are safe and reliable
- Provide SNEMT services which will maximize customer service
- Provide SNEMT services in a manner which will maximize productivity

b. The driver training course must occur prior to drivers providing SNEMT trips and consists of each driver receiving, at a minimum, instruction which includes but is not limited to:
- A review of applicable laws and regulations
- Defensive and safe driving
- Behind-the-wheel training in all types of vehicles to be operated under this Contract
- Safe vehicle operations
- OoA's policies and procedures for SNEMT services
- Empathy training - for the proper interaction and transport of older adult passengers
- Procedures for the provision of curb-to-curb and door-to-door services, including training on passenger assistance
- Lift/wheelchair tie-down techniques and procedures for the transport of passengers with wheelchairs and other mobility devices
- Operation of radio equipment (voice and data) in accordance with federal, State and local regulations
- Hands-on training using the radio and/or other communication devices, and if applicable, mobile data terminals
- Customer service training

- Fare collection and trip counting
- Thomas Brothers guide map reading
- Mandatory refresher training for drivers with repeated and accumulated minor infractions
- Monitoring and inspection of drivers' Motor Vehicle records at least every six (6) months through participation in the California Department of Motor Vehicles Pull Notice Program
- Promotion and reinforcement of driving and safety principles by Contractor management and supervisory staffs, policies and programs

3. OoA reserves the right to revise the Contractor's training program(s) in order to comply with federal, State, or local laws regarding driver certification or level of training requirements.

IX. VEHICLE MAINTENANCE SCHEDULE AND STANDARDS

A. PREVENTIVE MAINTENANCE SCHEDULE

1. Preventive maintenance will be performed on each vehicle at the levels and intervals recommended by the vehicle manufacturer. Reports of preventive maintenance shall be maintained in a vehicle maintenance log.

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

3. At the Contractor's expense, the Office on Aging will randomly select vehicles from the Contractor's and subcontractor's fleet to receive an annual vehicle inspection (Attachment F) at a maintenance facility that is Automotive Service Excellence (ASE) recognized (displaying the following blue seal).

B. SNEMT VEHICLE STANDARDS

1. The minimum SNEMT Vehicle standards are those of the California Vehicle Code. All SNEMT Vehicles shall meet all applicable standards of the California Vehicle Code. Certain equipment must be present and fully functional as OEM (original equipment manufacturer), as specified in this section. SNEMT Vehicles must be maintained to these standards at all times.

2. Body Condition

   a. No body damage, frame damage, tears or rust holes in the SNEMT vehicle body and/or loose pieces hanging from the SNEMT vehicle body are permitted. Front and rear fenders, bumpers, hood, trunk, and trim shall be securely fixed and shall be in correct alignment to the SNEMT vehicle as OEM. Body damage shall include any un-repaired dents, distortions, depressions, bulges, tears, holes, or disfigurements.

b. The exterior of the SNEMT vehicle shall be maintained in a clean condition and shall be free of unsightly dirt, tar, oil, and rust.

c. The SNEMT vehicle paint shall not be mismatched, faded, blistered, cracked, chipped, peeled, or scratched.

3. Climate Control

a. The air conditioning/heating units shall be functional at all times.

b. The air discharged from the air conditioner interior vent system shall be continuously cool.

c. All air conditioning temperature controls and functions shall operate as originally designed and manufactured with no knobs or components broken or missing.

d. Systems shall operate on all OEM speeds with no excessive noise.

4. Hubcaps or Wheel covers

a. Hubcaps or wheel covers shall be of like style and shall be on all wheels for which hubcaps are standard equipment.

5. Interior Condition

a. Passenger compartment, driver compartment, and trunk or luggage area shall be clean and free of foreign matter, offensive odors, and litter.

b. Seat upholstery shall be clean. Interior walls, carpet and/or flooring, and ceiling shall be kept reasonably clean. No rips or tears are permitted. All repairs shall be done to provide a reasonable match with the existing interior.

c. Door handles and doors shall be intact, clean, and operational. Each door shall be capable of being unlocked and opened from the interior of the SNEMT Vehicle.

d. Dashboards shall be maintained in a manner that is clean and free of loose articles. Dashboards shall be free of cracks, holes, and tears.

6. Lights and Lenses

a. Interior lights shall be operational.

b. Light lenses must be OEM, intact and contain no holes or large cracks.

7. Radio

SNEMT vehicles shall be equipped with a two-way radio or cellular phone in working order.

8. Seat Belts

SNEMT vehicle restraint system shall be maintained to OEM specifications and shall be in good working order.

9. Tires

SNEMT vehicles shall be equipped with a jack, tire changing tool, and an inflated spare tire. A Company may be exempted from this requirement upon proof that the Permittee has a contract with a towing company and a policy in place to send another SNEMT Vehicle for the stranded passengers.

10. Windows

a. Front and rear windshield per California Vehicle Code § 26710.

b. Safety glass shall be in all windows.

c. Windows shall be operational as originally designed.

d. No window tinting on windshield or front side windows per California Vehicle Code § 26708. Any tinting applied to the rear side or rear windows must be light enough to allow any passengers to be viewed from the outside.

11. Foot Pedal Pads

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

12. Vehicle Age

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

C. RED TAGGED VEHICLES

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

X. PRE-SHIFT AND POST-SHIFT VEHICLE INSPECTIONS

A. VEHICLE DAILY VEHICLE INSPECTION:

1. No SNEMT assigned vehicle will be allowed to carry passengers unless the driver has determined that the vehicle is in good working order. Each driver will perform a pre-shift inspection of the vehicle at the beginning of the shift and a post-shift inspection at the end of the shift.

   A sample of the Vehicle Daily Vehicle Inspection Form is included in Section XI.G

XI. SAMPLE FORMS

A. SNEMT APPLICATION FORM
B. SNEMT CLIENT RELEASE FORM/SNEMT PROGRAM WAIVER FORM
C. USER FEE WAIVER FORM
D. RIDER INSTRUCTIONS AND CLIENT GUIDELINES
E. CLIENT COMPLAINT FORM
F. INCIDENT REPORT FORM
G. VEHICLE DAILY INSPECTION FORM
H. VEHICLE INSPECTION FORM
I. INVOICE TEMPLATE
J. MONTHLY PERFORMANCE REPORT
K. SAMPLE DEMOGRAPHIC REPORT

A. SAMPLE CLIENT APPLICATION

{CONTRACTOR LETTERHEAD}

SAMPLE
Application for Senior Non-Emergency Medical Transportation Program

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

Last Name: _____First Name: _____ Date: _____

Date of Birth: _____ Age: _____ Male: _____ Female: _____

Address: _____ Apartment/Unit #: _____

City: _____ Zip Code: _____

Home Phone: (___) _____ Cell: (___) _____

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

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

3. Do you require a mobility device or special equipment for transport?
   ☐Yes ☐No
   Please check all that apply:
   Cane ____ Walker ____ Wheelchair ____ Scooter ____ Oxygen ____ Other ____
   If yes, are you able to enter/exit the vehicle without your mobility device?
   ☐Yes ☐No
   Are you able to transfer from a wheelchair to seat with/without assistance?
   ☐Yes ☐No

4. Will a personal care attendant or assistant be traveling with you?
   ☐Yes ☐No

5. Do you require door-to-door assistance?
   ☐Yes ☐No
   If yes, please describe reasons why:

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

7. How often do you anticipate needing to use the transportation service?
   Weekly_____ Monthly_____ Other _____

8. Emergency Contact Name: _____

Emergency Contact Relationship:_____

Phone #:_____

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

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

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

_____ _____

Applicant signature **Date**

****

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

How did you hear about the program?

Ethnic background: ☐Asian ☐Black ☐Hispanic ☐White
☐Native American ☐Other

Annual Income per individual: _____

PROGRAM USE ONLY

-
- _____

Referrals to alternative transportation provided:

_____

- Reason referred to OoA I&A:

_____

- Need for follow-up contact:

_____

- Annual Income: ☐At or below AMI ☐Above AMI

_____

- Financial Hardship waiver issued:

_____

B. SAMPLE CLIENT WAIVER

SNEMT PROGRAM WAIVER

I hereby acknowledge that the transportation is a service provided by _____ and funded by the County of Orange, Office on Aging. I hereby waive the right to make any claims against _____ and the County of Orange, Office on Aging or their officials, employees and volunteers, for any injuries, damages, charges or expenses, including attorney's fees which might be sustained as a result of my participation in the SNEMT Program. I also acknowledge that _____ reserves the right to refuse transportation service.

Please print:
Name: _____ **Date:** _____

Address: _____

City: _____ **Zip Code:** _____

Phone: (____) _____

Client signature: _____

Caregiver signature (*if applicable*): _____

Emergency Contact: _____

Relationship: _____ **Phone:** (____) _____

Please return this form to the Transportation Coordinator, _____ in the enclosed envelope. Services can be scheduled after all forms have been submitted and approved. Confirmation of approval will be mailed within five business days after receipt of completed forms.

**To be filed with documented approval in applicant's file

C. SAMPLE USER FEE WAIVER

{PROVIDER NAME}

{LOGO}

SENIOR NON-EMERGENCY MEDICAL TRANSPORATION PROGRAM

LOW-INCOME FEE WAIVER

DATE:_____

I, _____, hereby certify that my income is insufficient to allow payment for the $2.00 per trip fee for the {*Provider's Name}* Senior Non-Emergency Medical Transportation Program without placing a financial hardship on my current financial situation. I understand that the approval for a low-income waiver to be granted is based upon review of my current income and other determining factors as deemed appropriate by {*Provider's Name*}.

Printed Participant Name: _____

Participant Signature: _____

Authorization (Office Use Only)

☐ Approved ☐ Disapproved

Justification:_____

_____

Printed Name and Title: _____

Signature: _____

Date: _____

D. SAMPLE OF RIDER INSTRUCTIONS AND CLIENT GUIDELINES

SNEMT TRANSPORTATION PROGRAM

RIDER INSTRUCTIONS & CLIENT GUIDELINES

- Once you have received your letter of approval for transportation services and your SNEMT identification number, please call (___) _____ to schedule your medical appointment ride.

- Please write down the transportation service line phone number and carry that number with you at all times. Call the number if you miss your scheduled pick-up time.

- Please call 2-3 days prior to your appointment to allow enough time to schedule the ride. Same day or next services are available on a very limited basis. Please call for additional information.

- Please notify the dispatcher of any changes or cancellations as soon as they occur.

- Please have exact change available for the user fee of $2.00 per each one-way trip.

- Please make arrangements for your return trip home when you schedule transportation services. Please allow enough time for weather conditions, disability concerns, traffic patterns and delayed appointments.

- At the time of scheduling a ride, please notify the dispatcher of any special circumstances, disabilities, or caregivers accompanying you on your ride.

- Pick-ups and-drop offs will be door-to-door and/or curb-to-curb as requested and preference must be made known at the time of scheduling your ride.

- Personal care attendants may ride free of charge.

- If you have address or phone number changes, please call the Transportation Coordinator at (___) _____ to report your changes.

- If you have a problem with your transportation services please call the Transportation Coordinator to report the problem.

- For questions or concerns regarding eligibility or exceptions for service, please call the Transportation Coordinator.
- SNEMT Transportation will not be able to respond to emergency calls. Please call 911 in the event of an emergency.
- Please be ready to board promptly at your scheduled time and please follow driver instructions when boarding or exiting the vehicle.
- Smoking is not permitted in the vehicle.
- The transporting of alcohol is not permitted in the vehicle.
- Appointments will be made on a first-come, first-served basis.
- All transportation services must originate within the Orange County designated service area.
- In order for the SNEMT Program to transport your wheelchair, it must be able to be secured, have brakes in working condition and weigh 600 pounds or less.
- If you need to go to the same place each week on a routine basis, please inform the dispatcher and we can set up a “standing order” for your rides.
- Please keep the dispatch phone number with you when using the transportation service. Call the dispatch phone number if you miss your pick-up or return scheduled time.

E. SAMPLE CLIENT COMPLAINT FORM

Client's Name:_____ Client I.D.#_____

Address:_____

City:_____ Zip Code:_____

Phone: Home:_____ Message_____

What is the complaint?

_____

_____

_____

_____

Date Report Taken:_____ Time Report Taken:_____

By Phone_____ By Mail_____ In Person_____ By Fax_____ By Other_____

Report Taken By:_____

What is the Action Plan?

_____

_____

_____

_____

What was the Resolution?

_____

_____

_____

_____

Date Client was notified: _____ Was Client Satisfied? ___Yes ___No

How was client notified? Phone___ Mail___ In Person ____Fax____ Other_____

Staff's Signature: _____Date_____

Staff's Signature: _____Date_____

Sent to OoA: _____ Date: _____

F. SAMPLE INCIDENT REPORT FORM

Date of Incident:_____ Time of Incident:_____

Name of Driver:_____ Vehicle I.D. No:_____

Location of Incident:_____

_____

_____

Nature of Incident:_____

_____

_____

_____

_____

_____

_____

Client Name:_____ Client I.D.#_____

Client Address:_____

City:_____ Zip Code:_____

Phone: Home_____ Message _____

What action was taken?:_____

_____

_____

_____

_____

_____

_____

Does client wish further action?:_____

_____

_____

Report By:_____ Title:_____

Date of Report:_____

Submit report to OoA within 24 hours of incident.

G. SAMPLE VEHICLE DAILY INSPECTION FORM

Vehicle #:_____ Date:_____

Driver's Name:_____

Mileage: _____ Time of Inspection _____am/pm

Driver: Please take your time and inspect this vehicle thoroughly. Safety is OUR priority. Thank you.

Items to Check	Problem?	Repaired?	Item OK (Please initial)
Tire(s) Pressure			
Engine Oil Level			
Transmission Oil Level			
Coolant Level			
Brake Fluid Level			
Emergency Brake			
Head Light			
Turn Signals			
Brake Lights			
Back-up Lights			
Door Locks			
Mirrors			
Safety Belts			
Heater/A.C.			
Cell Phone/radio			
First Aid Kit			
Thomas Bros. Map			
Transportation Log			

H. VEHICLE INSPECTION FORM

Date: Maintenance Facility:

Vehicle Type/Year License Plate Number

Vehicle Indentification Number Mileage

Vehicle Capacity: #Passengers: ___ #Wheelchair(s)___

Inspection Item	Satisfactory		
	Yes	No	N/A
1. Tires, pressure, tread wear	☐	☐	
2. Headlights – functional (high/low) and clean	☐	☐	
3. Turn Signals – functional	☐	☐	
4. Horn – functional	☐	☐	
5. Tail/Parking lights – functional and clean		☐	☐
6. Brakes – functional, brake pedal not low		☐	☐
7. Lift or ramp functional	☐	☐	☐
8. Windshield/Wipers/Fluid – functional, clear, full		☐	☐
9. Mirrors – clean, position, clear	☐	☐	
10. Exhaust System – no leaking	☐	☐	
11. Oil/Antifreeze – full	☐	☐	
12. Hoses – good condition		☐	☐
13. Safety Equipment – good condition			
-Fire Extinguisher	☐	☐	
-Flashlight	☐	☐	

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

Recommended Corrective Actions:

Corrective Action Follow-up:

I. SAMPLE INVOICE TEMPLATE

Senior Non-Emergency Medical Transportation Program

To: County of Orange, OC Community Resources
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706
Attn: Accounts Payable

Check Request For:

Service Area:
Contract #

INVOICE:

Month	Year

Invoice Number

BUDGET:
REM. BAL:

Mileage Type	Number of Trips	Total Miles	Rate Per Mile	Month Subtotal	Amounts Invoiced: Previous Contract To Date	Amounts Invoiced: Contract To Date
A. Non-Ambulatory Transportation Services Curb-to-Curb						
B. Non-Ambulatory Transportation Services Door-to-Door						
C. Transportation Services Curb-to-Curb						
D. Transportation Services Door-to-Door						
	0	0.00	N/A			
			Less Project Income Balance:			
			TOTAL REIMBURSEMENT:			

Allowable 1/12th billing per month = $ -

Program Income:	Month Subtotal	Previous To Date	Contract To Date
Client Collections			
Fundraising			
Donations			
Total Cash			
In-Kind Contributions			
Total	**$0.00**	**$0.00**	**$0.00**

Unreimbursed mileage subsidized with contributed funding:

	Rate	*Mileage*	Month Subtotal	Previous To Date	Contract To Date
Trip A					
Trip B					
Trip C					
Trip D					
	Total	0.0	**$0.00**	**$0.00**	**$0.00**

Contributed funding for unreimbursed mileage remaining balance = **$0.00**

Authorized Signature **Title** **Date**

FOR COUNTY USE ONLY:

	FUND	DEPT	BUDGET CONTROL	UNIT	OBJ REV BSA	SUB-OBJ SUB-REV SUB-BSA	DEPT OBJ DEPT REV DEPT BSA	JOB NUMBER	AMOUNT
Reimbursable									
Advance/Reversal									
								TOTAL PAYMENT	

Overexpenditure is _____ **for the month**

OVEREXPENDITURE AND EXPENDITURES AUTHORIZED AND APPROVED BY:

APPROVED Auditor-Controller

Authorized Signature **Date** **Deputy**

J. SAMPLE MONTHLY PERFORMANCE REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
MONTHLY PERFORMANCE REPORT

Provider:
Month:

SAMPLE

Line No.		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Performance FY To Date
	ENTIRE SNEMT PROGRAM													
1	New Unduplicated Clients													
2	Total Enrolled Clients													
3	Total Clients terminated													
4	Total Clients Served													
5	Number of Prospective Clients on Wait list													
6	Applicants Denied Eligibility													
7	Applications Pending													
	MEASURE M2 TRIPS													
1	Non Amb. Curb to Curb Number of Multi-passenger Trips													
2	Non Amb Door to Door Number of Multi-passenger Trips													
3	Amb Curb to Curb Number of Multi-passenger Trips													
4	Amb Door to Door Number of Multi-passenger Trips													
5	Total Trips Request Denied*													
6	Total Passengers Transported (clients + caregivers)													
7	Total Client Cancelled Trips													
	TOBACCO SETTLEMENT REVENUE TRIPS													
1	Non Amb. Curb to Curb Number of Multi-passenger Trips													
2	Non Amb Door to Door Number of Multi-passenger Trips													
3	Amb Curb to Curb Number of Multi-passenger Trips													
4	Amb Door to Door Number of Multi-passenger Trips													
5	Total Trips Request Denied*													
6	Total Passengers Transported (clients + caregivers)													
7	Total Client Cancelled Trips													

No. 1 New unduplicated clients approved for program
No. 4 Number of unduplicated clients served for the month.
No. 15 Denials based upon funding capacity.

K. SAMPLE DEMOGRAPHIC REPORT

SENIOR NON-EMERGENCY MEDICAL TRANSPORTATION PROGRAM
DEMOGRAPHIC REPORT (M2/TSR Combined)

Provider:
Month:

Line No.	Statistic	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total Unduplicated Clients YTD
A	**Total Unduplicated Clients Served***													
	CLIENTS:													
1	Age 60-64			-	-	-								
2	Age 65-74			-	-	-								
3	Age 75-84			-	-	-								
4	Age 85+			-	-	-								
5	**Total Unduplicated Clients Served***			-	-	-								
	ETHNICITY													
6	White			-	-	-								
7	Hispanic			-	-	-								
8	Asian/Pacific Islander			-	-	-								
9	Black/African American			-	-	-								
10	Other			-	-	-								
11	**Total Unduplicated Clients Served***			-	-	-								
	INCOME													
12	At or below 50% Area Median Income			-	-	-								
13	Above 50% Area Median Income			-	-	-								
14	Declined to State*			-	-	-								
15	**Total Unduplicated Clients Served***			-	-	-								

***Number of unduplicated clients served during the month = clients that have used the services within this fiscal year (not previously reported during the fiscal year).**
*Must advise client if not reported than no ability to priortize trips
Lines 5, 11, and 15 must reflect same number on line A

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

1. **COMPENSATION:**

   This is a CONTRACT between the COUNTY and the CONTRACTOR for **$~~1,182,860~~1,395,860 (FY 2021-22)** as set forth in Attachment A-~~8~~9. Scope of Services attached hereto and incorporated herein by reference. The CONTRACTOR agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the CONTRACTOR of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

   CONTRACTOR guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. CONTRACTOR agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

   An invoice for the cost of services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. CONTRACTOR shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.

   Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the COUNTY of Orange for any monies paid to the CONTRACTOR for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

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

4. **INVOICING INSTRUCTIONS:**

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation.

.

BUDGET
SNEMT – M2
SERVICE AREA 3 – CENTRAL/WEST

1. CONTRACTOR's BUDGET

A. Program Budget

Project Budget Chart Abrazar, Inc.						
	FY 2018-19	FY 2019-20 (Jul – Feb)	FY 2019-20 (Mar– Jun)	FY 2020-21	FY 2021-22 (Jul – Mar)	FY 2021-22 (Apr – Jun)
Contract Amount	$1,155,524	$1,244,659		$1,213,013	$1,~~182,860~~395,860	
Service Area 3: Central/West County	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile	Fixed Price per Mile
Non-Ambulatory Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Non-Ambulatory Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Transportation Services Curb-to-Curb	$2.50	$2.50	$5.00	$5.00	$5.00	$2.50
Transportation Services Door-to-Door	$4.25	$4.25	$8.50	$8.50	$8.50	$4.25
Total Average Price per Mile (Total/4)	$3.38	$3.38	$6.75	$6.75	$6.75	$3.38
Average Annual Estimated Cost Per Trip	19.81	19.81	$19.81	$19.81	$19.81	19.81

B. Monthly Operating Costs. Payments for monthly work completed shall be made as follows:

i. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor also shall submit an invoice(s) and such other substantiating reports as County may require, including the Program Monthly Performance Report, all in a form satisfactory to County, by the fifteen (15th) day of each month, showing the prior month's actual services provided. If Contractor receives funds pursuant to this Contract for more

than one service area, each such service area shall be invoiced separately from all other service areas, and separate substantiating reports shall be submitted for each service area. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by County.

ii. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.

iii. Whenever Contractor is not in compliance with any provision of this Contract, County may withhold payment until such time as Contractor comes into compliance.

iv. County also reserves the right to refuse payment to Contractor or to later disallow costs for any expenditure determined by County not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Contractor may be refused until County receives reimbursement for any Contractor outstanding disallowed costs.

v. Total Monthly Costs may exceed one-twelfth of the maximum obligation of County. Upon receipt of sufficient written justification from the Contractor, as determined in the sole discretion of the County, or designee, the County has the discretion, in any given month, to pay over the monthly one-twelfth of the maximum obligation of County as stated in this Attachment C-1~~5~~6 "Budget.". Maximum Obligation of County. Notwithstanding the above, the total amount of compensation approved during the term of the Contract shall not exceed the maximum obligation of County as described in Paragraph 4 of this Contract.

C. Full Compensation. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

D. Reallocation of Funds. County reserves the right to reallocate the available program funds to other service areas based on Contractor performance or client demand.

E. Program Income. This is defined as gross income received by Contractor directly generated from client user fees and cash contributions from donations and/or fundraising under the SNEMT Program.

i. Contractor shall comply with all regulations concerning reporting and payment procedures for Program Income.

ii. All Program Income accrued on a monthly basis will be utilized to enhance program services under the SNEMT Program.

iii. Prior to Contractor receiving monthly reimbursement from County, remaining balance of Program Income will reduce monthly reimbursement by said amount.

F. Temporary Rate Increase Due to COVID-19. This is defined as the negotiated temporary rate increase for each trip type under the program in order to help support transportation services during the COVID-19 pandemic. Effective March 1, 2021 through March 31, 2022, all program expenses related to COVID-19 must be detailed in the Contractor's SNEMT invoices. OoA will provide new invoice templates to help fulfill proper reporting of services rendered during the pandemic.

2. Payment Terms – Payment in Arrears

A. Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

B. Invoices shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

C. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

3. Price Increase/Decrease:

No price increases will be permitted during the first year of the Contract. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. The percentage of any price increase cannot exceed the percentage of increase in the Consumer Price Index for the corresponding time period. On an annual basis or when deemed necessary due to changes in the cost of transportation, the County will evaluate the Bureau of Labor Statistics Los Angeles-Riverside-Orange County Private Transportation Consumer Price Index (CPI) to determine if a cost increase is necessary and warranted. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

County Executive Office

Memorandum

RECEIVED
2022 MAY -5 AM 9:49
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

May 3, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.03 14:25:39 -07'00'

Subject: Exception to Rule 21

S54E

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 10, 2022, Board Hearing.

Agency: OC Community Resources
Subject: Amendment to One-Stop Operator Services Contract
Districts: All Districts

Reason Item is Supplemental: This Agenda Staff Report is being filed as a Supplemental Item because the One-Stop Operator, America Works of California, Inc. has expended all available funding for this fiscal year and a budget modification is needed. Unforeseen COVID-related expenses were incurred at a pace that was not anticipated. This coupled, with an abrupt staffing change, resulted in funds been spent more quickly than projected and a budget modification is needed to keep the One-Stop Center and affiliates operable for the remainder of this contract period. Funds are available and staffing redundancies have been put in place so this will not happen again.

Justification: America Works has provided supporting budgetary expenditure documents justifying the need for increased funding. If the Supplemental Agenda Staff Report is not approved, funding to continue administration of the One-Stop Operator Services for job seekers and local businesses throughout Orange County will not be accessible.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

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Agenda Item S54E
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAY -5 AM 9:49
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	05/10/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	OC Community Resources
DEPARTMENT HEAD REVIEW:	Dylan Wright *Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Dylan Wright (714) 480-2788 Renee Ramirez (714) 480-6483

SUBJECT: Amendment to One-Stop Operator Services Contract

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
PENDING REVIEW	Approved as to Form	Discussion
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.03 14:26:17 -07'00'	DocuSigned by: John Cleveland	3 Votes Board Majority
CEO Signature	*County Counsel Signature*	

Budgeted: Yes **Current Year Cost:** $221,650 **Annual Cost:** FY 2022-23 $2,200,000

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: FED: 100% (Department of Labor) **County Audit in last 3 years** No

Prior Board Action: 5/25/2021 #44, 6/23/2020 #53

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute the Fourth Amendment to increase the cost reimbursement Contract with America Works of California, Inc. for the administration of One-Stop Operator Services, to increase the Contract by $221,650, for the period July 1, 2021, through June 30, 2022, ($201,500 for One-Stop Operator Services with the opportunity for an additional 10 percent Pay for Performance incentive estimated at a maximum of up to $20,150, for successful performance of goals defined in Attachment E-3 of the Contract), and renew the Contract for a third-year, effective July 1, 2022, through June 30, 2023, in the amount of $2,200,000 ($2,000,000 for One-Stop Operator Services with the opportunity for a 10 percent Pay for Performance incentive estimated at a maximum of up to $200,000, for successful performance of goals defined in Attachment E-4 of the Contract), for a revised cumulative Contract total not to exceed the amount of $5,281,650.

2. Authorize the County Procurement Office or Deputized designee, to exercise a contingency contract cost increase, not to exceed a total of 30 percent of the Contract amount and execute amendments to the Contract within the same scope of work set forth in the Contract.

SUMMARY:

Approval of the Fourth Amendment to the Contract with America Works of California, Inc. will support continued administration of One-Stop Operator Services for job seekers and local businesses throughout Orange County.

BACKGROUND INFORMATION:

The Orange County One-Stop Operator (Operator) delivers America's Job Center of California Comprehensive One-Stop Center (AJCC) system services that support the needs of job seekers and businesses. The Operator provides coordination of services and daily oversight within the Orange County Comprehensive One-Stop Center (One-Stop Center), all specialized affiliates locations, affiliate access points and mobile unit under OC Community Resources/Workforce and Economic Development Division (OCCR). The Operator coordinates service delivery of participating One-Stop Center partners and co-located service providers and convenes and facilitates quarterly partner meetings to ensure effective communication in the delivery of services.

The Operator is responsible for providing job seekers with high-quality education and training and for helping businesses access education and training for their current workforce. Additionally, the Operator is charged with coordination of the following mandated partner programs to provide access through the One-Stop Centers: Career and Technical Education (Perkins Act), Community Services Block Grant, Indian and Native American Programs, Housing and Urban Development Employment and Training Programs, Job Corps, Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program, Senior Community Service Employment Program, Temporary Assistance for Needy Families, Trade Adjustment Assistance Programs, Unemployment Compensation Programs and Department of Rehabilitation.

On June 23, 2020, the Board of Supervisors (Board) approved the Contract with America Works of California, Inc. for One-Stop Operator Services (Services), effective July 1, 2020, through June 30, 2021, in the amount of $1,650,000 ($1,500,000 for One-Stop Operator Services with the opportunity for an additional 10 percent Pay for Performance incentive estimated at a maximum of $150,000 for successful performance). Subsequently, on May 25, 2021, the Board approved the First Amendment to renew the Contract with America Works of California, Inc. for Services, effective July 1, 2021, through June 30, 2022, in the amount of $1,210,000, (including $110,000 for Pay for Performance incentive).

OCCR is requesting the Board approve the Fourth Amendment to increase the Contract in the amount of $221,650, for a new maximum total of $1,431,650 including $130,150 for Pay for Performance incentive opportunity. The Pay for Performance incentive is earned upon successful performance of goals and pay ratios defined in Attachment E-3 to the Contract. The increase is needed to offset unanticipated costs due to COVID-19 modifications to keep the One-Stop Center and affiliates operable. Expenses included, building modifications and equipment purchases due to COVID-19 safety guidelines and protocols, personal protective equipment and expansion of partner availability. In addition, OCCR is requesting to renew the Contract for year three, effective July 1, 2022, through June 30, 2023, for the same services in the amount of $2,200,000, which includes the opportunity for an additional 10 percent Pay for Performance incentive estimated at a maximum of $200,000, for successful performance of goals and pay ratios defined

in Attachment E-4 to the Contract. The Pay for Performance program is in accordance with Code of Federal Regulation 20 CFR 683.500 - 683.540 at the following proposed locations, including, but not limited to:

Orange County Comprehensive One-Stop Center AJCC (Garden Grove)
Los Alamitos Joint Forces Training Base (JFTB) (affiliate)
Theo Lacy Facility (specialized affiliate)
Tustin Emergency Shelter (specialized affiliate)
Orange County Mobile Unit (affiliate)
Virtual Workforce Innovation and Opportunity Act (WIOA) One-Stop (online) to be developed FY 2022-23

Additionally, OCCR is requesting approval of a thirty percent contingency contract increase in order to support the expansion of the Orange County Workforce System and have the flexibility to support multiple facilities without delay.

The Operator will manage the sharing and allocation of infrastructure costs between One-Stop partners and is governed by WIOA sec. 121(h) funding options, WIOA's implementing regulations and the Federal Cost Principles contained in the Uniform Guidance for federal awards (at 2 CFR part 200) and U.S. Department of Labor's exceptions (at 2 CFR part 2900). Infrastructure costs are defined as non-personnel costs necessary for general AJCC operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities) and technology to facilitate access to the AJCC (including planning and outreach) and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the One-Stop Centers. This list is not exhaustive. The One-Stop Centers shared costs include, but are not limited to, the following: IT/Technology support, telephones, internet, resource room equipment, fax machines, copiers, scanners, language/interpreter service, security guard services, janitorial services and other such costs. The Operator shall also provide day-to-day facilities management and related costs including, but not limited to, restrooms, elevator repair (if applicable) and lease for each location.

The Contractor's performance has been confirmed as satisfactory, OCCR has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests. Due to the large nature of the performance metrics table, it is included as Attachment C.

Services are funded under the WIOA of 2014 that amended the Workforce Investment Act, P.L.105-220, 20 USC 9201. The County, designated by the California Employment Development Division as Local Workforce Development Area, serves Orange County (excluding the cities of Anaheim and Santa Ana).

The Contract does not currently include subcontractors or pass through to other providers. See Attachment D for Contract Summary Form. The Orange County Preference Policy is not applicable to this contract award.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Fund 146 FY 2021-22 and will be included in the budgeting process for FY 2022-23.

The proposed Contract includes a provision stating the Contract is subject to, and contingent upon, applicable budgetary appropriations approved by the Board for each fiscal year during the term of this

Contract. If such appropriations are not approved, this Contract may be immediately terminated or reduced without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Detailed Budget Summary
Attachment B - Fourth Amendment to Contract No. 20-28-0073-OSO
Attachment C - Program Year 2022-23 Performance Matrix
Attachment D - Contract Summary Form
Attachment E - Code of Federal Regulations

Budget
Service Provider: America Works of California, Inc.
Program Name: One-Stop Operator
PY: 2021-22 Budget Period: July 1, 2021 - June 30, 2022

PROGRAM NAME: One-Stop Operator	TOTAL
Program Related Services:	
Personnel Salaries	$ 438,684.08
Fringe Benefits	$ 118,729.35
Travel	$ 330.39
Equipment	$ -
Supplies	$ 6,874.80
Contractual	-
Other	$ 618,563.38
Total Direct Program Cost	$ 1,183,182.00
Administrative/ Indirect Charges	
Administrative/ Indirect Charges	$ 118,318.00
Total Administrative/ Indirect Cost	$ 118,318.00
GRAND TOTAL	$ 1,301,500.00

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FOURTH AMENDMENT

TO CONTRACT NO. 20-28-0073-OSO

FOR THE PROVISION OF

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
ONE-STOP OPERATOR SERVICES

BETWEEN COUNTY OF ORANGE

AND

AMERICA WORKS OF CALIFORNIA, INC.

This Amendment to Contract No.20-28-0073-OSO (as amended "Contract"), hereinafter referred to as "Fourth Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and America Works of California, Inc., D-U-N-S No. 788624315, a California for-profit corporation, with a place of business at 228 East 45th Street, 16th floor, New York, NY 10017, hereinafter referred to as "Subrecipient," with County and Subrecipient sometimes referred to as "Party," or collectively as "Parties."

RECITALS:

WHEREAS, The Board of Supervisors approved Contract No. 20-28-0073-OSO (hereinafter referred to as "Contract") with America Works of California, Inc., for the provision of WIOA One-Stop Operator Services on June 23, 2020, with an approved allocation of $1,500,000 and an additional $150,000 available incentive for Pay for Performance and services commencing July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties executed First Amendment to the Contract to renew the WIOA One-Stop Operator contract for an additional one year period beginning July 1, 2021 through June 30, 2022 with an annual maximum obligation of $1,100,000 and an additional $110,000 available incentive for Pay for Performance and replace Attachment A Scope of Services with Attachment A-1, replace Attachment B Payment Compensation with Attachment B-1, replace Attachment C Budget Schedule with Attachment C-1, replace Attachment D Staffing Plan with Attachment D-1, replace Attachment E Performance Standards with Attachment E-1 and replace Attachment F – Federal Award Identification Information with Attachment F-1; and

WHEREAS, the Parties executed Second Amendment to the Contract to update the Contract address to ***228 East 45th Street, 16th Floor, New York, NY 10017*** and amend Paragraph 32 – Notices of the Contract; and to replace Attachment E-1 Performance Standards with Attachment E-2 and replace Attachment F-1 – Federal Award Identification Information with Attachment F-2; and

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WHEREAS, the Parties executed Third Amendment to the Contract to update and replace Attachment A-1 Scope of Services with Attachment A-2; and

WHEREAS, the County now desires to amend the Contract, for the term of July 1, 2021 through June 30, 2022, to increase the Contract in the amount of $201,500, for a new maximum obligation of $1,301,500 and increase the Pay for Performance incentive to $130,150, and replace Attachment B-1 Payment/Compensation and replace with Attachment B-2, replace Attachment C-1 Budget Schedule with Attachment C-2, replace Attachment E-2 Performance Standards with Attachment E-3, and replace Attachment F-2 – Federal Award Identification Information with Attachment F-3; and

WHEREAS, the County also desires to renew the WIOA One-Stop Operator contract for an additional one year period beginning July 1, 2022 through June 30, 2023 with an annual maximum obligation of $2,000,000 and an additional $200,000 available incentive for Pay for Performance and replace Attachment A-2 Scope of Services with Attachment A-3, replace Attachment B-2 Payment Compensation with Attachment B-3, replace Attachment C-2 Budget Schedule with Attachment C-3, replace Attachment D-1 Staffing Plan with Attachment D-2, replace Attachment E-3 Performance Standards with Attachment E-4 and replace Attachment F-3 Federal Award Identification Information with Attachment F-4; and

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or Deputized designee to enter into this Fourth Amendment to the Contract for WIOA Title I One-Stop Operator Services with the Subrecipient to carry out certain program services and activities for Fiscal Year 2022-2023.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend the Contract as follows:

For the applicable time period July 1, 2021 through June 30, 2022:

1. Amend to increase the Contract in the amount of $201,500 for a new maximum obligation of $1,301,500 and increase the Pay for Performance incentive amount to $130,150.

2. Attachment B-1 Payment Compensation is hereby replaced with Attachment B-2.

3. Attachment C-1 Budget Schedule is hereby replaced with Attachment C-2.

4. Attachment E-2 Performance Standards is hereby replaced with Attachment E-3.

5. Attachment F-2 Federal Award Identification Information is hereby replaced with Attachment F-3.

For the applicable time period July 1, 2022 through June 30, 2023:

6. Amend to renew the Contract by extending its term for an addition year beginning July 1, 2022 through June 30, 2023, with an annual maximum obligation of $2,000,000 and an additional $200,000 available for the Pay for Performance incentive.

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7. For the time period, July 1, 2022 through June 30, 2023, Attachment A-3 shall be operative and shall supersede Attachment A-2 Scope of Services.

8. For the time period, July 1, 2022 through June 30, 2023, Attachment B-3 shall be operative and shall supersede Attachment B-2 Payment Compensation.

9. For the time period, July 1, 2022 through June 30, 2023, Attachment C-3 shall be operative and shall supersede Attachment C-2.

10. For the time period, July 1, 2022 through June 30, 2023, Attachment D-2 shall be operative and shall supersede Attachment D-1 Staffing Plan.

11. For the time period, July 1, 2022 through June 30, 2023, Attachment E-4 shall be operative and shall supersede Attachment E-3 Performance Standards.

12. For the time period, July 1, 2022 through June 30, 2023, Attachment F-4 shall be operative and shall supersede Attachment F-3 Federal Award Identification Information.

13. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment on the dates with their respective signatures:

***AMERICA WORKS OF CALIFORNIA, INC.**

By: DocuSigned by: Lee Bowes ECB91D80B90C44E...

Name: Lee Bowes

Title: CEO

Dated: 4/20/2022

By: DocuSigned by: Mark Mackler 8F0FBFD70F81446...

Name: Mark Mackler

Title: CFO

Dated: 4/29/2022

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

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

****

COUNTY OF ORANGE
A Political Subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

By:_____ Dated:_____

Elsa C. Rivera, DPA
OC Community Resources

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: DocuSigned by: John Cleveland 74000D32EE65457... John Cleveland Dated: 4/20/2022

DEPUTY COUNTY COUNSEL

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PAYMENT/COMPENSATION

America Works of California, Inc.
One-Stop Operator
July 1, 2021 – June 30, 2022

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to $1,301,500 for 12-months (July 1, 2021 – June 30, 2022), with an additional $130,150 available incentive for Pay for Performance as set forth in Attachment A-1 (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

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

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

A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.

B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.

C. Invoices: Subrecipient shall provide monthly invoices by the 10th day following the month being reported. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract

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and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

D. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
E. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.
F. Whenever Subrecipient is not in compliance with any provision of this Contract, County's Project Manager, may withhold payment or a portion thereof until such time Subrecipient comes into compliance.
G. County's Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County's Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County's Project Manager, or designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations,

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and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Program Invoice(s) must be sent to the following address:

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

4. INVOICING INSTRUCTIONS:

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include in the Demand Letter/Invoice the following information:

A. Subrecipient's name and address
B. Subrecipient's remittance address (if different from A)
C. Name of County Agency/Department
D. County Contract Number
E. Master Agreement (MA) Number
F. Delivery Order (DO) Number
G. Service Date(s) – Month of Service
H. Deliverables/Service description (in accordance with Attachment A-1)
I. Subrecipient's Federal Tax I.D. number
J. Total Invoice Amount

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BUDGET SCHEDULE

America Works of California, Inc.
One-Stop Operator
July 1, 2021 – June 30, 2022

1. This total amount to be funded under this Contract for One-Stop Operator Services shall not exceed $1,301,500 and an additional $130,150 available incentive for Pay for Performance. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment B-1; herein and corresponding project budgets shall be listed in Attachment C-2 herein.

2. Subrecipient's Budget:

ONE-STOP OPERATOR	
Direct Program	$1,171,350
Indirect Cost	$130,150
Total Contract	**$1,301,500**
Pay for Performance	$130,150

3. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.

4. Budgets contained in Attachment C-2 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021 invoices, a detailed budget must be submitted to the County office for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.

5. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.

6. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

7. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de

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minimis rate. De minimis Rate – In place of calculating a rate, a de minimis rate of 10% of the Modified Total Direct Costs (MTDC) can be used.

8. Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County will send the subrecipient a letter of acknowledgement and approval.

9. Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County may use the 10% de minims rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.

10. Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).

11. If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.

12. A subrecipient requiring approval of indirect costs by the County must develop and submit its indirect cost rate proposal to the County immediately after the organization is advised that an award will be made.

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PERFORMANCE STANDARDS

America Works of California, Inc.
One-Stop Operator
July 1, 2021 – June 30, 2022

Percentage goals identified below may be based on expectations identified in the One-Stop Center(s) performance standards. Pay for performance incentives will be paid at the end of the Contact term according to the normal invoice procedures. Examples:

Example 1: If the goal is to achieve 80% of the participants to successfully complete a measurable skills gain (i.e. certification), when the goal is exceeded at 95% at the end of the Contract term, the Subrecipient will receive 50% of the $21,691 allotted for the service category at a total amount of $10,845.

Example 2: 1000 participant surveys distributed; 600 participant surveys received, and 582 participant surveys rated satisfactory or better therefore the overall rate is 97%, the Subrecipient will receive 50% of the $21,691 allotted for this service category at a total amount of $10,845.

Goal	Measures	Based on those who	Formula (/ is divided by, - is minus)	Source (How the measure will be tracked)	Pay Ratio (% of performance payment earned)
80%	Measurable Skills Gain (as defined by WIOA)	…. Are active yearly in education or training	# participants who make a skill gain utilizing the OC One-Stop center training	Detailed report, Services provided Individuals, actual begin date /# active participants. Does not capture carry overs	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $21,691
90%	Participant Satisfaction Rate	….. complete the One-Stop customer satisfaction survey	Survey matrix % of all received surveys (min of 1000)	Survey results. Minimum of 1000 surveys. One survey per customer	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $21,691
90%	Business Satisfaction Rate	….. complete the employer satisfaction survey	Survey matrix % of all received surveys (min of 300)	Survey results. Minimum of 300 surveys. One survey per employer	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $21,691
90%	One-Stop Partner Satisfaction Rate	….. complete the One-Stop partner satisfaction survey	Survey matrix % of all received surveys (min of 20)	Survey results. Minimum of 20 surveys. One survey per One-Stop partner	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $21,691
100%	WIOA One-Stop Mandatory co-located (WIOA 17 Required Partners) and paying into to the GG One-Stop Center	--- based on mandatory sub-lease agreements	One-Stop Sub-lease agreements from each mandatory co-located partner.	One-Stop MOU, Infrastructure Agreements and Subleases.	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $21,691
100%	WIOA One-Stop Mandatory co-located partners' Satisfaction Rate	--- complete One-Stop Mandatory Co-Located Partner satisfaction survey	Survey matrix % of all received surveys (min of 17)	Survey results. Minimum of 17 surveys. One survey per One-Stop Mandatory Co-Located Partner.	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $21,691

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FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Contractor will provide Regional Workforce Services identified in this attachment.

I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plan 2017-2021.

Where local policy has not been set, Contractor agrees to adhere to state and/or federal policy, as appropriate.

II. GOVERNANCE REFERENCES

A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.

B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.

C. Additional state and federal agencies that provide funding to the County of Orange/OC Community Resources/OC Community Services/Community Investment Division that may be incorporated herein.

D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.

E. Actions, directives, and policy and procedures issued by OC Community Resources/OC Community Services/Community Investment Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

F. County of Orange policies, as applicable.

G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, America Works of California, Inc. is determined to be a Subrecipient.

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III. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION		
A.	Subrecipient Name:	America Works of California, Inc.
B.	Subrecipient's Unique Identifier (D-U-N-S):	78-862-4315
C.	Federal Award Identification Number (FAIN):	See Table F
D.	Federal Award Date:	See Table F
E.	Subaward Period of Performance:	July 1, 2021 – June 30, 2022
F.	Total Amount of Federal Funds Obligated by the Action:	$1,431,650

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	AA-34757-20-55-A-6	07/01/20-06/30/22	Adult Formula Rd 1-201	$624,720
17.258	AA-34757-20-55-A-6	07/01/20-06/30/22	Dislocated Worker Rd 1-501	$676,780
			TOTAL:	$1,301,500

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	TBD	07/01/21-06/30/23	Adult Program	TBD
17.258	TBD	07/01/21-06/30/23	Dislocated Worker	TBD
			TOTAL:	TBD

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Adult Formula Rd 1-201	$62,472
17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Dislocated Worker Rd 1-501	$67,678
			TOTAL:	$130,150

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	TBD	10/01/21-6/30/23	Adult Program	TBD
17.258	TBD	10/01/21–6/30/23	Dislocated Worker	TBD
			TOTAL:	TBD

G.	Total Amount of Federal Funds Obligated to the Subrecipient:	$1,431,650 ($1,301,500 funding is contingent on federal funding availability. Pay for Performance $130,150 funding is contingent on federal funding availability and performance outcomes at the end of the contract period.)
H.	Total Amount of the Federal Award:	N/A

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I.	Federal Award Project Description:	Funding to operate Orange County One-Stop Center(s) and affiliate sites.
J.	Federal Awarding Agency:	Department of Labor Employment and Training Administration
K.	Name of PTE:	Employment Development Department and County of Orange
L.	Contact Information for the Awarding Official:	Carma Lacy, Executive Director
	Phone Number:	(714) 480-6420
	E-mail Address:	Carma.Lacy@occr.ocgov.com
M.	CFDA Number:	See Table F
	CFDA Name:	See Table F
N.	Whether Award is R&D:	No
O.	Indirect Cost Rate for the Federal Award:	10% Cap

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SCOPE OF SERVICES
One-Stop Operator Services

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants. **The Workforce Investment Act (WIA)** was reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA). WIOA Final Rule, Training and Employment Notices (TENs), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, and other issued guidance by Federal of State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Subrecipient will provide Title I One-Stop Operator Services (Services) for the Orange County One-Stop System.

1. **Governance**
   Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the **U.S. Department of Labor, Employment and Training Administration Workforce Innovation Opportunity Act (WIOA)**, County of Orange Policies, Orange County Local Area's Strategic Four-Year Regional and Local Plans, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, local, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Contract. Where local policy has not been set, Subrecipient agrees to adhere to state or federal policy, as appropriate.

2. **Governance References**
   A. **Workforce Innovation and Opportunity Act** (WIOA) of 2014 U.S. Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA Final Rule, U.S. Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.

   B. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.

   C. Actions, directives, and policy and procedures approved by the California Employment Development Department (EDD), County of Orange (County), Orange County Development Board (OCDB) or the Orange County Community Investment Division Director of Workforce Development relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.

3. **Orange County One-Stop System**
   Subrecipient agrees to provide management and oversight of the partnership of agencies that comprises the AJCC One-Stop System as described in the Act as well as any additional partners identified by the County, OCDB or the Orange County Community Investment Division Director of Workforce Development.

4. **Vision for the One-Stop Centers under WIOA**
   WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. WIOA aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible and high-quality workforce development system.

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I. COORDINATION

A. General Overview

1. The WIOA, Pub. L. 113-128, establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.

2. In Partnership with the County and the OCDB, the County of Orange Community Investment Division oversees Orange County's workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the County's ability to provide services is the Orange County One-Stop Career Centers, a proud partner of America's Job Center of California (AJCC) network and young adult employment and training programs located throughout the County. The County designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing workers in Orange County to contribute to the growing economy.

3. The One-Stop Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services and other human services programs and funding streams that provide assistance to clients receiving services through the Orange County One-Stop Centers.

4. **Subrecipient shall serve as the One-Stop Operator for the Orange County Development Area as outlined within this Attachment-1.** Subrecipient shall provide a comprehensive menu of programs and services as required by the WIOA.

5. To comply with the requirements of this Contract, Subrecipient shall deliver workforce development services to the One-Stop Centers, identified affiliates and specialized locations. The services shall be provided to eligible adults, dislocated workers and other designated special populations. Services that must be made available to One-Stop customers are outlined in Section III. Supportive services and training opportunities shall be funded and made available to WIOA eligible participants.

6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCDB and County of Orange Workforce and Economic Development Division Director of Workforce Development during the term of this Contract.

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. **Regular Hours of Operation:** All center(s) shall be fully staffed during all scheduled hours of operation. Hours of operation shall effectively serve the needs of its clients. Accordingly, the County may require additional evening hours, should it be deemed necessary.

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Hours of Operation (Garden Grove/Virtual)	
Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

Hours of Operation (South County TBD/Virtual)	
Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

Hours of Operation (Los Alamitos Joint Forces Training Base)	
Monday, Tuesday, Wednesday, Thursday, & Friday	8:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

Hours of Operation (Theo Lacy)	
Monday, Tuesday, Wednesday, & Thursday	9:00 a.m. – 6:00 p.m.
Friday	Closed
Saturday & Sunday	Closed

Hours of Operation (Manchester Office Building)	
Monday, Tuesday, Wednesday, Thursday & Friday	9:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

Hours of Operation (Orangewood Foundation)	
Monday, Tuesday, Wednesday, Thursday & Friday	9:00 a.m. – 7:00 p.m.
Saturday & Sunday	Closed

Hours of Operation (Tustin Shelter)	
Tuesday, Wednesday & Thursday,	9:00 a.m. – 6:00 p.m.
Monday & Friday	Closed
Saturday & Sunday	Closed

Hours of Operation (Mobile Unit) by appointment only	
Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Saturday & Sunday	9:00 a.m. – 1:00 p.m.

2. **Holiday Operation Schedules:** Subrecipient shall ensure that arrangements are made to keep full-service delivery available throughout the year. The following County-observed holidays shall be observed; however, Subrecipient must ensure that facility is available for service providers whose Holidays* do not coincide with County Holidays:

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County Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day*	Martin Luther King Jr. Day
Veteran's Day Observed	Lincoln's Day*
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

Subrecipient shall adhere to the County calendar for specific holiday dates.

3. **Telecommuting:** Subrecipient must submit written request with justification and must obtain written approval from the County prior to authorizing staff to telecommute under this Contract. Subrecipient must have an active and County approved Telecommute Policy and Telecommute Employee Agreement template. Subrecipient will be responsible to ensure staff possess the proper tools and/or available resources provided by the Subrecipient to support the continuation of services. In addition, Subrecipient will be responsible to ensure the services are provided within the provisions and guidelines of this Contract and WIOA regulations.

B. AJCC Locations:

1. Orange County Comprehensive One-Stop Centers AJCC
Orange County One-Stop Center - North
7077 Orangewood Ave., Ste. 200
Garden Grove, CA 92841

2. South County Affiliate AJCC
Location TBD

3. Orange County Affiliate AJCC
Los Alamitos Joint Forces Training Base
11200 Lexington Dr. Bldg. 244
Los Alamitos, CA 90720

4. WIOA Youth Affiliate AJCC
Manchester Office Building
301 The City Drive S
Orange, CA 92868

5. Orangewood Foundation
1575 E. 17th Street
Santa Ana, CA 92705

6. Orange County Specialized AJCC
Theo Lacy Facility
501 The City Dr. South
Orange, CA 92868

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7. Tustin Emergency Shelter
2345 Barranca Pkwy
Tustin, CA 92782

8. Orange County Mobile Unit
(upon request and availability)

1. The County of Orange does not hold the lease agreements to the current One-Stop locations (Garden Grove and Los Alamitos). Subrecipient shall make all necessary lease arrangements to secure the location(s) and be able to perform the services under this Contract and this Attachment A-1 at the locations. If the Subrecipient is unable to secure the lease, the Subrecipient must work with the lease holder and/or owner to coordinate sublease management for infrastructure costs.

2. In addition to the providing the services described in the Contract and this Attachment A-1 in person and on-site, Subrecipient shall also make all, or portion of such services available through electronic/virtual means including but not limited to on-line, over the telephone, and through platforms identified by the County of Orange Community Investment Division, all as directed by the County.

3. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-1 (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this First Amendment. In the event the County notifies Subrecipient in writing of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change.

C. One-Stop Operator Services

1. Subrecipient must serve as the Operator for all One-Stop Centers, affiliates, mobile units, and specialized AJCC One-Stop location(s). The County reserves the right to move the location of the One-Stop Center(s), affiliates and specialized AJCC One-Stop location(s) to meet the needs of Orange County.

2. Comprehensive One-Stop Center(s) hours of operation shall be from 9:00 a.m. to 6:00 p.m.; Monday through Friday unless otherwise identified in Section II.A.1., excluding County observed holidays. Each Comprehensive Center shall be open until 8:00 p.m. one evening per week. One manager/supervisor must be on-site at each of the centers on days and hours that the center is open.

3. The County reserves the right to set and modify hours of operation at non-Comprehensive One-Stop Center(s) based on program demands that will most effectively serve the needs of its customers.

4. The Subrecipient must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays. Subrecipient must ensure that

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facility is available for service providers whose Holidays do not coincide with County Holidays, this includes ensuring onsite security coverage.

5. To the extent possible, Subrecipient must coordinate schedules with other partners to leverage staff time and limit overtime hours.

6. Each of the Comprehensive One-Stop Centers currently has a resource area or "resource room" containing computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers shall have access to computers, printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment as long as it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available.

7. The following services are offered:

a. Wi-Fi connectivity to the internet;
b. Microsoft Office Suite;
c. Email capability;
d. Local area resource directories;
e. Résumé writing and cover letter templates;
f. Career exploration resources;
g. Career and skill self-assessment tools;
h. Career, job, and labor market information;
i. Career planning information; and
j. Information on job search, interviewing and job retention.

8. Comprehensive One-Stop Center(s) and affiliate locations must offer these opportunities and resources for their customers. Subrecipient must staff the resource room to provide labor market and job information, answer questions, and provide assistance with operating equipment and software in the resource room. Partner staff may, in part, cover the staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the Comprehensive One-Stop Centers (including those partners electronically linked and/or physically located outside the Center).

9. The Subrecipient shall meet all requirements regarding Comprehensive One-Stop Centers and affiliate location in compliance with state and federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers.

10. The Subrecipient's staff is required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements. Periodic evaluation of the resource area should be conducted to ensure that the ability to provide efficient services is not compromised due to the volume of customers https://www.ada.gov/pubs/adastatute08.pdf

11. The Subrecipient will cooperate with the County in the 180-day transition process. This may include, but is not limited to, the preparation of a transition plan and cooperation with the County or other providers impacted in the transition. The transition includes the transfer of all

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records, and other data in the possession, custody or control of Subrecipient required to be provided to the County either by the terms of the resulting contract or as a matter of law.

D. Declared Emergency Requirements

In the event of a declared emergency by the County, State or Federal government, this Contract may be subjected to unusual requirements in support of the declared emergency. The Subrecipient shall service the County during such declared emergency under the same terms and conditions that apply during non-emergency conditions. The terms negotiated by the County and Subrecipient for all contracted services shall apply to serving the County's needs during the declared emergency regardless of the circumstances unless deem non-essential by the County, State and/or Federal government. If the Subrecipient is unable to provide services under the terms of the Contract, then the Subrecipient shall provide written justification. Additional program or administrative costs as a result of providing services during an emergency shall not be permitted. During a County, State and/or Federally declared emergency the County may require the Subrecipient to temporarily reassign or relocate staff to a County specified location in support of the continuation of essential services within the Contract provisions.

III. PROGRAM SERVICE EXPECTATIONS

A. Subrecipient's Role

1. The Subrecipient's role is to ensure that services provided through the centers meet the needs of customers (business and job seeker) in an efficient and effective manner. It is critical that One-Stop operations are unified with the delivery of WIOA services, including WIOA-mandated and non-mandated partner organizations, to all interested job seekers and businesses in all One-Stop Centers. In addition, the Subrecipient shall provide management and oversight of the partnership of agencies that comprises the AJCC One-Stop system.

2. The primary goal of the Subrecipient is to create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of businesses and job seekers in the Orange County region. The Subrecipient will work closely with County staff to effectively implement an integrated system for businesses and job seekers. The Subrecipient shall ensure:

- **a.** The One-Stop Centers deliver quality and timely career services to job seekers and business customers;
- **b.** The One-Stop Centers provide information and access to training services;
- **c.** The One-Stop Centers provide information and access to programs and activities carried out by partners as described in the applicable Memoranda of Understanding and the Operating Agreements;
- **d.** All center services and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Employment Opportunity (EEO) guidelines; and
- **e.** High levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.
- **f.** Its performance of all services complies with WIOA, California, County, and EDD laws, regulations, and other requirements.

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B. Responsibilities

1. The Subrecipient is responsible for implementing and managing the AJCC One-Stop system under policies and guidelines established by the County, EDD and the USDOL. Under this component, the Subrecipient is responsible for coordinating with the County to ensure system-wide standards are achieved and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.

2. Each One-Stop Center shall hold or participate in partner meetings to encourage communication among partners, leverage resources, discuss the effectiveness of the Center, and create strategies to more effectively serve all customers. Some centers already have regularly scheduled partner meetings. Meetings with staff from co-located partners shall occur on a quarterly basis. The outcomes of the stakeholder meetings shall be reported in the appropriate monthly report.

C. Site Operations and Functional Management

1. At a minimum, the Subrecipient will do the following:

a. Operate the One-Stop Centers, affiliate sites, and mobile unit, as defined in WIOA legislation in a manner that is professional and inviting in appearance, with clear customer flow and courteous, professional staff, serving the range of customers – from those customers with barriers to full-time employment, to youth, to the Universal customer with established education and skills. Maintain AJCC One-Stop Center and Affiliate Certifications in accordance to EDD guidelines.
b. Cooperate with the One-Stop Center partners and the County to ensure the One-Stop Centers remain in compliance with ADA requirements.
c. Maintain operations to assure and exceed State Center certification requirements as required in current or future state, federal, and the County guidelines. Manage expenses for service provider sites including, but not limited to, internet service, utilities, furniture, technology, lease, security guards, signage, communications, tech support, interpreter, etc.
d. Ensure the resource area in each One-Stop Center, affiliate, and specialized AJCC One-Stop locations are adequately staffed to serve the public.
e. Manage data entry into the CALJOB's system and VSO Greeter.
f. Ensure the availability of printed materials in languages other than English.
g. Establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The plan shall include on-site and over the telephone interpreter services.
h. Maintain hours convenient to customers and appropriate to the number of customer visits to include extended hours as necessary – especially access through the use of the internet for selected evenings.
i. Manage available meeting and training space and making such space available at no cost to OCDB, mandatory AJCC One-Stop co-located partners.
j. Cooperate with County and EDD on property management to assure space is available for partner services per MOU/Infrastructure agreement between the Subrecipient, the partners, the Chief Elected Officials, and OCDB. Use of space for full-time equivalents will be detailed in the Memorandum of Understanding which the Subrecipient will prepare, in collaboration with County, and negotiate with the mandated partners designated in WIOA and other non-mandated partners.
k. Support and promote the visibility of the AJCC One-Stop system brand, logo, and tagline for the workforce system, including using the name and logo on all paper and electronic

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media pursuant to County direction and policies.

l. Conduct outreach activities that highlight the services of the One-Stop Centers and AJCC One-Stop workforce system to job seekers and customers seeking job advancement and training, including to such priority target groups as veterans, the unemployed, underemployed, justice-involved, persons with disabilities, persons experiencing personal barriers to employment, youth, and older workers. The Subrecipient will use specialized methods and marketing to nontraditional and hard-to-reach or –serve groups. Special emphasis will be made on targeting neighborhoods and communities in Orange County and the cities in the local workforce area with high unemployment.

m. Collaborate with the County to provide outreach, recruitment activities and promote the AJCC One-Stop to educate employers, training institutions, and the general public about what services are available.

n. Provide daily oversight of the One-Stop Infrastructures. Section 121(b)(1)(B) of WIOA and 20 CFR 678.400 require the following programs to be One-Stop partners:

- WIOA Title I Programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; Youth Build; Native American programs; National Farmworker Jobs Program (NFJP);
- Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
- Adult Education and Family Literacy Act (AEFLA) program authorized under Title II of WIOA;
- Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA Title IV;
- Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);
- Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.);
- Trade Adjustment Assistance activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
- Jobs for Veterans State Grants programs authorized under Chapter 41 of Title 38, U.S.C.;
- Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);
- Employment and training activities carried out by the Department of Housing and Urban Development;
- Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); Reentry Employment Opportunities (REO) programs (formally known as Reintegration of Ex-Offenders Program authorized under sec. 22 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.
- Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) unless exempted by the Governor under § 678.405(b).

2. With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop

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delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760.

While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in Training and Employment Guidance Letters (TEGL) 17-16.

D. Infrastructure Management

1. The Subrecipient will manage the sharing and allocation of infrastructure costs between One-Stop partners and is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and USDOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the One-Stop center. This list is not exhaustive. The One-Stop Center's shared costs include, but are not limited to, the following: IT/Technology support, telephones, internet, resource room equipment, fax machines, copiers, scanners, language/interpreter service, security guard services, janitorial services, and other such costs. The Subrecipient shall:

- **a.** Provide day to day facilities management of the One-Stop Centers occupancy and related costs for each location. Facilities management and related costs for each location will be borne by the Subrecipient, funded with WIOA funds, state AJCC Center Resource Sharing funds, and contributions collected from other partners, and will be reflected in this Contract and One-Stop Memorandum of Understanding (MOU). The County reserves the right to relocate the One-Stop Center(s), affiliate, mobile One-Stop unit(s) and satellite locations at its discretion but will include the Subrecipient in the process. The Subrecipient will also assist the OCDB in creating an MOU that governs how the partners will make services available at the One-Stop Center and identify any shared services the partners will provide.
- **b.** Disclose any potential conflicts of interest arising from the relationships of the Subrecipient with training service providers or other service providers, including but not limited to, career services providers.
- **c.** Coordinate services and refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and Orange County Local and Regional Plans.
- **d.** Ensure that basic services including, but not limited to, orientations, labor market information, and resource rooms are available.
- **e.** Supervise the One-Stop Center intake process and resource room to ensure coordination of service delivery of the centers.
- **f.** Coordinate training room schedule and monthly training calendar.
- **g.** Provide oversight of the One-Stop Centers equipment and make a recommendation to the County that support technology advancements that achieve integration and expanded service offerings in the One-Stop system. Encourage efficient use of accessible information technology to include, when possible, the use of machine-readable forms and other features

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consistent with modern accessibility standards, such as section 508 Standards (36 CFR part 1194) and the Worldwide Web Consortium's Web Content Accessibility Guidance 2.0, as well as virtual services to expand the customer base and effectively deliver self-services.

E. Workforce Services for Specialized Populations

1. Targeted Populations

WIOA encourages workforce services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. The Operator shall ensure that outreach, marketing efforts, and services shall include efforts to encourage the use of the One-Stop System to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

The WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

a. Displaced Homemakers;
b. Low-Income Individuals;
c. American Indians, Alaska Natives, and Native Hawaiians;
d. Individuals with disabilities, including youth who are individuals with disabilities;
e. Older individuals;
f. Ex-Offenders;
g. Homeless Individuals;
h. Youth who are in or have aged out of the foster care system;
i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
j. Eligible migrant and seasonal farmworkers;
k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act;
l. Single parents (including single pregnant women); and
m. Long term unemployed individuals.

F. Customer Flow & Referrals

1. The County's quality of service goal is to ensure that customers served by a One-Stop Center receive assistance commensurate with their individual needs, delivered by professional staff, resulting in the satisfaction that supersedes their expectations, and acknowledging that self-sufficient employment is the goal.

2. The County recognizes that such an approach places a premium on direct interaction with well-qualified workforce professionals. The customer flow and referral process ensure that customers who are identified, or who self-attest, as needing more focused assistance will have access to in-depth services, including academic and career counseling, to aid them in attaining employment. To ensure good stewardship of limited financial resources, the Subrecipient is responsible for ensuring that customers entering the One-Stop centers receive the highest quality of customer support.

3. It is imperative that the Subrecipient emphasizes need-based differentiation in serving clients, endowing workforce professionals with the capability and duty to determine the best and most

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appropriate level of service for each customer. The Subrecipient's staff shall ensure that customers entering the One-Stop Centers receive the appropriate services and referrals.

4. All One-Stop Center customers shall have access to and be encouraged to utilize Basic services. Customers who enter the One-Stop Center to receive assistance with an unemployment insurance claim or any other service offered by the One-Stop Center partners are to be encouraged to take advantage of other services at the One-Stop Center.

5. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed, and customers who did not meet the requirements for the desired position with a company are required to speak to a WIOA Title I case manager about additional services such as WIOA case management as soon as possible.

6. In addition, any customer who requests additional, individualized services should have the opportunity to speak to a WIOA Title I staff member about receiving WIOA case management and other services.

7. Additionally, customers who self-identify or are listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should speak to a WIOA case manager for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.

8. Subrecipient's staff shall use, and provide services according to, the OC One-Stop Customer Workflow Chart (Exhibit 6) and One-Stop Co-Enrollment Participant Flow Chart (Exhibit 7).

G. One-Stop Center Training Coordination

The Subrecipient shall ensure that workforce development training is offered daily throughout the One-Stop system. The type of training that must be offered in the One-Stop center shall include, are not limited to, the following:

1. **Training Services** –Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by the One-Stop Partner. The Subrecipient shall ensure the following training services are available in the Orange County Workforce system to include comprehensive One-Stop centers and affiliate site locations:

2. **Occupational skills training** - an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. To include but not limited to:
- **a.** Career Pathways Training;
- **b.** Microsoft Office (word, excel, outlook) beginner, intermediate and advanced levels;
- **c.** Basic Computer Skills; and
- **d.** 21 Century Soft Skills.

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3. **Entrepreneurial training** – a series of training or workshops that provide the basics of starting and operating a small business.
   a. Such training must develop the skills associated with entrepreneurship. Such skills must include but are not limited to, the ability to:
      - Take initiative;
      - Creatively seek out and identify business opportunities;
      - Develop budgets and forecast resource needs;
      - Understand various options for acquiring capital and the trade-offs associated with each option; and
      - Communicate effectively and market oneself and one's ideas.

   b. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:
      - Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide individuals through the development of a business plan and may also include simulations of business start-up and operation.
      - Enterprise development provides support and services that incubate and help individuals develop their own business. The enterprise development program goes beyond entrepreneurship education by helping participants access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
      - Experiential programs provide individuals with experiences in the day-to-day operation of a business. These programs may involve the development of a participant-run business where participants in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with entrepreneurs in the community.

4. **Job readiness training** - training a participant receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
   a. Preparing a resume or job application
   b. Preparing a cover and thank you letters
   c. Work-focused career exploration
   d. Training in interviewing skills
   e. Training in effective job seeking
   f. Instruction in workplace expectations
      - Behavior on the job
         - Getting along with co-workers/boss
         - Being reliable and on-time
         - Filling out paperwork (for example, completing time sheets)
      - Appropriate work attire

5. **Adult education and literacy** – training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist adults with obtaining a high school diploma or a general education diploma (GED).

6. Programs that combine workplace training with related instruction, which may include cooperative education programs.

7. Training programs operated by the private sector that assist job seekers with developing skills and competencies that will assist them in obtaining unsubsidized employment.

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8. Skill upgrading and retraining - training that supports individuals in the workplace to learn new skills and adapt to workplace change.

9. Customized training - training designed to meet the special requirements of an employer and must be conducted with a commitment by an employer or a group of employers to employ an individual upon successful completion of the training.

10. Financial literacy – training that is designed to increase economic self-sufficiency. Training shall include the following elements:
- **a.** A proven curriculum that supports the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
- **b.** A proven curriculum that supports the ability of a participant to manage spending, credit, and debt, including credit card debt, effectively;
- **c.** Activities that increase the participant's awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (and how to correct inaccuracies in the reports and scores), and their effect on credit terms;
- **d.** A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
- **e.** Activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials.

11. The Subrecipient shall coordinate training based on One-Stop partner-participant needs and training availability. A monthly training calendar shall be created and distributed. Training must be provided by qualified trainers who are certified instructors for the specific area. Curriculum and or training models must incorporate demonstrated use of skills learned and developed competencies for purposes of measurable skills gain, etc. The Subrecipient shall ensure that customer and One-Stop partner surveys are provided for each training to ensure customer satisfaction and support continuous improvement.

12. The Subrecipient shall be responsible for ensuring that no less than 30% of the Adult and Dislocated Worker funding received shall be used for training services are spent on providing eligible WIOA participants training in accordance with Unemployment Insurance Code Section 14211. The Subrecipient must provide documentation to support all costs associated with providing training and coordinating training activities through the AJCC One-Stop System.

H. Business Services

The Subrecipient, in partnership with the County and contracted WIOA Title I Career Services Provider, must coordinate services to employers and develop strategies to improve access to workforce development tools that are available through the Orange County Workforce System. The products and services available to business include but are not limited to the following:

1. Provide quality products and services to business offered through the One-Stop Centers. Services must include:
- **a.** Developing Job Descriptions
- **b.** Conducting employment pre-screening:
  - Screening that involves résumé review and candidate assessments.

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- Assessments to measure skills, interests, and job-readiness of participants shall be encouraged and made available.

2. Assist business in utilizing all features of the CalJOBS system to effectively recruit and hire employees. Provide training to aid employers on how to browse profiles of prospective candidates or post job openings.

3. Provide event room and meeting space to allow companies to hold meetings, provide training, conduct orientations, or schedule interviews.

4. Ensure that employers have access to the Orange County AJCC mobile unit. Through the Subrecipient, employers can partner and utilize the mobile unit as a recruitment tool to broaden their base of candidates. The Orange County AJCC mobile Unit can act as a portable One-Stop Center or a hiring event facility coordinated by the County that allows networking between candidates and employers.

5. Explain the many benefits offered to companies by hiring veterans. The incentives provided to hire veterans, along with the highly qualified talent pool which they embody, are a great benefit to any employer.

6. Make information available to the business regarding Work Opportunity Tax Credit (WOTC). This federal program is administered by each state, intended to incentivize businesses to hire specific target groups that typically face significant barriers to employment. These target groups include but are not limited to Supplemental Nutrition Assistance Program (SNAP) benefit recipients, Temporary Assistance for Needy Families (TANF) recipients, veterans, ex-felons, and the long-term unemployed.

7. In collaboration with the WIOA Title I Career Service Provider, assist companies in entering eligible Dislocated Workers into apprenticeship training, providing assistance in teaching first or second-year apprentices, or offer guidance to pre-apprenticeship program participants at the One-Stop Centers.

8. Ensure that information is provided to the business regarding the On-the-Job Training (OJT) Grant. OJT encourages employers to hire individuals without prior experience by paying up to 75% of the trainee's wages during a specified training period; to receive this grant the company agrees to continue to employ the trainee upon successful completion of the program.

9. Ensure that information is provided to the business regarding the Incumbent Worker Training (IWT) Grant. IWT is a competitive grant intended to upgrade the skills of existing full-time employees through continued education. This program incentivizes the retention of current workers who will become more knowledgeable and productive through skills attainment. Costs that may qualify for reimbursement include:
   a. Instructors'/trainers' salaries (if company trainers are used);
   b. Curriculum development for company officials to determine training needs; and
   c. Textbooks/manuals, materials/supplies, and tuition expenses if training is provided by an institution regulated by the California Employment Training Panel

10. Ensure that information is provided to businesses on Rapid Response/Lay-Off Aversion opportunities offered through the workforce system. California employers are required to provide written notice to the OCDB within 60 days of a mass layoff that affects 50 or more workers. Work Adjustment and Retraining Notification (WARN) notices are then generated,

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and sent within 48 hours, to the Rapid Response team to mitigate a meeting with businesses to discuss transition services for employees. Strategies to offset the negative consequences of mass layoffs include information on unemployment insurance benefits, retraining, skills upgrades, labor market information, and American Job Center services.

11. In partnership with the County, develop and utilize a standardized and scalable business needs assessment tool to determine the scope and level of services needed to support business in the One-Stop Centers.

12. At the direction of the Orange County Workforce and Economic Development Division, the Subrecipient shall facilitate customized recruitment events and related services as requested by businesses, including targeted job fairs, hiring events, business panels, and other opportunities to support the hiring of One-Stop Center customers and the exchange of information about careers.

13. Provide labor market information to business/employers upon request.

14. Coordinate customized training conducted by business/employer or group of employers to employ One-Stop Center participants upon successful completion of training(s).

15. Coordinate the delivery of training programs in the One-Stop Centers operated by the private sector.

16. Identify and integrate business services best practices into all Orange County Workforce System Events.

17. Coordinate events based on local labor market needs and job seeker assessments.

18. Participate in regional planning activities related to business services.

19. In partnership with Service Corps of Retired Executives (SCORE), Small Business Administration (SBA) and other community partners the Operator shall offer entrepreneurship training, business development, Federal Deposit Insurance Corporation (FDIC) financial literacy for business courses and related training to support the needs of small business (to include gigs), and middle-size companies through the one-stop system.

I. Business Services Activities

Subrecipient will provide the following activities and deliverables consistent with WIOA Section 20 678.435 that includes, but is not limited to:

1. **Business Services Activities** – Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall refer Businesses to the County to provide quality services to meet the business needs in the Orange County Workforce System. These services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:

    a. CalJOBS Assistance- Subrecipient in partnership with the Orange County Workforce and Economic Development Division Business Solutions team, shall refer all business requiring assistance to register for the California Job Open Browse System (CalJOBS)

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to the Business Solutions team. CalJOBS is free available to all Businesses looking to find quality talent. Subrecipient shall refer Businesses to the County to provide technical assistance to businesses registering, posting job openings, recruiting talent, and find available business resources on CalJOBS. All interest from businesses for CalJOBS assistance shall be directed to the Orange County Workforce and Economic Development Division Business Solutions team.

b. Apprenticeship- Subrecipient, in partnership with the Orange County Workforce and Economic Development Division Business Solutions team, shall refer Businesses to the County to provide businesses customized assistance on information and the creation of apprenticeship programs. All interest from businesses for apprenticeship opportunities shall be directed to the Orange County Workforce and Economic Development Division Business Solutions team.

c. Career Pathway Programs- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall refer Businesses to the County to inquire about a business's interest and/or ability to assist with Career Pathway programs, including job shadowing, work experience sites, mentoring, speaking engagements, and employer focus groups. All interest from businesses for Career Pathway Programs shall be directed to the Orange County Workforce and Economic Development Division Business Solutions team.

d. On-the-Job-Training (OJT)- Subrecipient, in partnership with Orange County Workforce and Economic Development Division Business Solutions Team, shall refer Businesses to the County to work with the Business Solutions team to place County determined targeted populations into self-sustaining employment by using OJT as a means of placement. OJT's provide immense benefit for employers and job seekers alike. All interest from businesses for On-The-Job opportunities shall be directed to Orange County Workforce and Economic Development Division Business Solutions team.

e. Employer Information- Subrecipient, in partnership with the Orange County Workforce and Economic Development Division Business Solutions team, shall refer Businesses to the Orange County Workforce and Economic Development Division Business Solutions team to provide businesses with recent employer regulations. Information shall include, but not be limited to, American with Disabilities Act (ADA), tax credit programs, tax incentives, payroll tax incentives, Alien Labor Certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC). All interest from businesses for employer information on special programs, employer regulations, etc., shall be directed to the Orange County Workforce and Economic Development Division Business Solutions team.

f. Referral to Community Resources- Subrecipient, in partnership with the Orange County Workforce and Economic Development Division Business Solutions team, shall refer Businesses to the Orange County Workforce and Economic Development Division Business Solutions team to proactively provide linkage and referrals to community resources that support the employer's workforce needs. All interest from businesses for referrals to community resources shall be directed to Orange County Workforce and Economic Development Division Business Solutions team.

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2. **Business Services Team Collaboration**- Subrecipient staff shall be made available upon request by the County Director of Workforce Development and/or the Orange County Workforce and Economic Development Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include, but not be limited to, job fairs, targeted recruitments, incumbent worker training programs, business workshops, layoff aversion, and rapid response activities. Subrecipient shall make a good faith effort to collaborate and share resources with Orange County Workforce and Economic Development Division Business Solutions team, and County identified partners to maximize effectiveness in serving Orange County businesses.

3. **File Maintenance and Documentation** – Subrecipient shall maintain files to record all services provided to business clients. Initial contact and subsequent follow-up services shall be documented appropriately in the CalJOBS CRM module and adhere to federal, State and local policies. All required documentation shall be added to the clients file immediately and uploaded into the CalJOBS system within 5 working days of a client's visit.

J. Partner Collaboration

In accordance with WIOA, the Subrecipient will be responsible for managing relationships and collaborations between the required and non-required One-Stop Partners. For more detail on required partners and nonrequired partners, please refer to WIOA Section 121(b)(1).

1. Responsibilities and duties required of the Subrecipient will include the following:

- **a.** Develop, implement and monitor shared vision, goals, and performance indicators for One-Stop Center partners to improve coordinated service delivery and client outcomes.
- **b.** Ensure roles and responsibilities of partners are well-defined, integrated and aligned with shared vision and goals of the AJCC One-Stop system.
- **c.** Implement and monitor the negotiated One-Stop Partner MOU, consistent with WIOA and its implementing regulations, concerning the operation of One-Stop Center(s).
- **d.** Act as an intermediary and facilitate collaboration and communication among One-Stop Center partners.
- **e.** Attend meetings and events related to the operation and administration of Center(s), including but not limited to partner meetings, board meetings, committee meetings, and other gatherings.
- **f.** Convene and facilitate regular monthly meetings of partner agencies to review One-Stop Center(s) operations, performance and progress toward shared vision and goals.
- **g.** Collaborate with One-Stop Center partners to cross-train staff on programs and services available through the One-Stop system.
- **h.** Convene and facilitate regular quarterly meetings with One-Stop System Stakeholders to review One-Stop Center(s) operations, performance, system surveys and develop continuous improvement plan(s).
- **i.** Identify strategies to leverage strengths, address challenges and advance opportunities among One-Stop Center(s) partner program.

K. One-Stop Operation Services Staffing Plan

In performing the services procured, the Subrecipient will employ the following key positions. Brief position descriptions are provided below; however, the Subrecipient may propose reasonable adjustments, as long as the number and basic structure of the below positions remain intact. The Subrecipient must employ highly qualified and professional staff at all levels throughout the period

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of performance whose quality of work is reflective of the world-class workforce development system sought by the County. In addition, the Subrecipient will give the County ten (10) days written notice of intent to lay off staff.

1. **One-Stop Operator (Manager)** (1 Full-Time Equivalent (FTE))**:** This position will oversee all Operator services. The Manager will directly facilitate partner collaboration, general operations and functional management of One-Stop Centers, as well as strategic planning and implementation for Operator services, in close partnership with the OCDB and the County. The Manager must ensure the effective administration of day-to-day operations at One-Stop Centers in support of all participating One-Stop Centers partner agencies. The Manager provides operational and functional guidance to all One-Stop Center staff members, as well as technical support for implementation of One-Stop Center policies and procedures; ensures One-Stop Center staff have the knowledge and training to effectively participate in One-Stop Centers. The Manager must have foundational understanding of all One-Stop Center partner functions and services. The Manager should be able to guide and/or mentor One-Stop Center staff where needed and assist them in developing and implementing goals and objectives. The Manager will also oversee scheduling of common One-Stop Center events, workshops, and other activities. With the approval of the Orange County Workforce and Economic Development Division Director of Workforce Development and in conjunction with the Business Solutions Team the Manager shall coordinate employer, onsite hiring events, job fairs, reverse job fairs, workshops, and One-Stop Center events.

2. **Customer Service Representative (CSR) (no less than 4 FTEs; two for each One-Stop** Center): The CSR is the frontline staff person-welcoming and greeting individuals who seek to use the services of the One-Stop Centers. CSRs are responsible for maintaining the front desk of the facility, helping receive and direct walk-in customers, answering phones, and assisting individuals with access to basic resources of the Career Resource Center (CRC). Ensure participants are checking in and entering the required information into the VSOS Greeter system. They are also required to maintain a working knowledge of workforce services, One-Stop partner agencies, community providers for basic needs referrals (i.e. childcare, shelters, food, counseling transportation), other related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CSRs report directly to the Manager.

3. **Career Resource Room (CRR) Attendant** (no less than 2 FTEs; one for each One-Stop Centers): The CRR Attendant helps maintain and ensure effective use of the CRR and its various resources while assisting jobseekers with computer access and utilization, providing customers with basic information and assistance, and directing customers to register and engage in required systems. They are also required to maintain a working knowledge of workforce services, partner agencies, and related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CRR Attendants report directly to the Manager.

   The CSRs and CRR Attendants are the first points of contact customers have with One-Stop Center(s). Both must work closely together as a cohesive team, act as professional ambassadors of One-Stop Center and create a positive and welcoming environment. As a vital frontline staff, CSRs and CRC Attendants must have excellent customer service skills and conflict management abilities.

4. **Training Coordinator/Trainer** (up to 2 FTEs; one for each One-Stop Centers): Training Coordinator(s) may be either part-time or full-time and are responsible for all onsite and online

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workshops, classes and training. Duties include but are not limited to scheduling workshops with One-Stop Partners, businesses, community-based organizations, developing curriculum, ensuring workshops are posted on the CalJOBS System, website, social media and in the One-Stop centers. Facilitating the County designated curriculum for WIOA orientation, soft skills training, FDIC financial literacy, vocational training for individuals with disabilities, American College Test (ACT) Work-ready Curriculum, etc. The training coordinator shall ensure training materials are prepared and made available to participants and/or training facilitators, marketing of workshops, conducting staff training for all function areas, coordinating and conducting networking groups, assisting with job fairs, hiring events and other duties as assigned.

L. Comprehensive American Job Center of California Certification & Hallmark of Excellence

The Subrecipient will ensure adherence of all One-Stop Center operations and activities to the standards of EDD Directive WSD16-14, WSD16-20, Local Workforce Delivery System Orange County One-Stop AJCC Certification and Continuous Improvement, regardless of whether the County is undergoing the official certification process, as defined by WSD16-20 Certification Process for Comprehensive AJCCs, WSDD-192 Certification Process For Affiliate and Specialized AJCCs, USDOL TEGL 4-15 Vision for the One-Stop Delivery System Under the WIOA, and USDOL TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network. EDD Directives and USDOL TEGLs establishes criteria for the One-Stop Center(s) effectiveness, physical and programmatic accessibility in accordance with WIOA Sec. 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.), service integration, and the continuous improvement of the One-Stop Centers and each center under its purview.

M. Cross-Training and Professional Development

1. The Subrecipient must ensure staff of all participating One-Stop Center partner agencies has access to training and guidance imparting the knowledge, skills, and abilities to support an integrated service delivery system and contribute to shared performance goals, promoting effective participation in common functions and responsibilities of One-Stop Center partners, including but not limited to the following areas:

a. OCDB and County policies and procedures;
b. Entering information into the CalJOBS system to track referrals and create reports;
c. Career counseling and customer service best practices;
d. Labor market information, including characteristics of supply (labor) and demand (employers);
e. Initiatives, programs, and services of One-Stop Center(s) and the broader workforce development system (to include Orange County Region Initiatives);
f. Viable career pathways and how One-Stop Center(s) can guide customers appropriately;
g. Availability of industry and employer-recognized training and educational programs and opportunities;
h. Impact of trauma and poverty on jobseekers and related interpersonal strategies;
i. Local resources and services to assist individuals facing barriers to employment; and
j. Culturally competent service delivery.

The Subrecipient must develop and facilitate cross-partner/program training and other professional development opportunities for One-Stop Center staff in close coordination with partner organizations.

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N. Outreach and Promotion

1. The Subrecipient will be responsible to develop and implement strategies to raise community awareness of and access to One-Stop Center services and resources, with attention to areas in need of, but having difficulty accessing, such services and resources. This includes expanding the network of partners and resources present or represented in the AJCC One-Stop system to benefit clients by engaging entities not currently participating in One-Stop Centers.

2. The Subrecipient is expected to act as an ambassador for AJCC One-Stop system, representing and promoting One-Stop Centers on task forces, working groups and other community events related to the workforce development system. The Subrecipient will consult and seek approval from the County regarding any matters related to the official representation of the Orange County Workforce system. The Subrecipient is expected to work closely with the County's communications team on outreach efforts utilizing social media and/or the One-Stop Centers website. The Subrecipient and the County's communications team will work in tandem to ensure on-brand and relevant messaging.

O. Data Analytics and Reporting

1. The Subrecipient must regularly track, and monitor data related to the Operator services and general customer participation in EDD CalJOBS System, including data derived from client information systems and other applications, using observations and evaluation to ensure continuous improvement, inform coordinated service delivery and enhance partner collaboration in EDD CalJOBS System. The Subrecipient will be responsible for identifying strengths and shortcomings of processes used to collect and analyze quantitative and qualitative data regarding EDD CalJOBS System clients and partners, recommending and implementing efforts to improve data collection and analysis. Such efforts must be supported by strong internal systems and applications. The Subrecipient will provide the County with timely reports and supporting documentation that demonstrates the status of contract requirements, as well as jobseeker satisfaction, employer satisfaction, partner satisfaction, foot traffic numbers and corresponding information about visitors to both EDD CalJOBS System, One-Stop center(s), affiliates and specialized AJCCs.

2. The Subrecipient will also be responsible for managing the newly implemented electronic sign-in system at both One-Stop centers, affiliates, and specialized AJCCs. The Subrecipient will help facilitate the management, analysis, and reporting of data from the electronic sign-in system to the County, as well as One-Stop Center core partners, regarding various data elements collected through the electronic sign-in process.

P. CalJOBS VOS Greeter System

The Subrecipient will be required to utilize the EDD CalJOBS System (CalJOBS) as the information system of record and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations, and entry time requirements. Staff must be competent in utilizing CalJOBS.

1. The Subrecipient will adhere to the CalJOBS Systems Manual for guidance on proper documentation for One-Stop Center participation. In addition, the Subrecipient will maintain internal protocols for uniformed data entry. The Subrecipient will participate in quality and compliance activities, as well as regular meetings and review of performance reports, and other written reports when requested.

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2. The Subrecipient will identify staff members whose work requires access to CalJOBS and submit applications for CalJOBS access per local protocols, subject to approval by the County. Appropriate staff members to receive CalJOBS access include staff members who have regular contact with participants or whose work requires monitoring and oversight of customer data maintained in CalJOBS. CalJOBS account credentials and login information may not be shared between staff members or other individuals. The Subrecipient must submit notification if any staff member with CalJOBS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in the revocation of CalJOBS access for the Subrecipient and contract termination.

3. The Subrecipient must ensure that all participants check-in and out of the One-Stop center using the CalJOBS VOS Greeter System. The Subrecipient must ensure that partners are listed in the CalJOBS VOS Greeter System and provide ad-hoc reports as needed.

Q. CalJOBS

1. CalJOBS is a web-based fully integrated system that supports the administration of the WIOA programs. Subrecipient shall be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CalJOBS:

System	Hardware Required	Software Required	Connectivity
Client Workstation	**Processor**: PIII or higher **Memory**: 2 GB of RAM or higher **Display**: Super VGA (800 X 600) or higher-resolution video adapter and monitor	**Operating System:** Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher **3rd-Party Software (described after table):** Meadco ScriptX ActiveX 7.4/ Object[1]/ Microsoft Silverlight 3[2] DynamSoft HTML5 Document Scanning	**Minimum**: Dedicated broadband or high-speed access, 380k or higher
Staff/ Administrator Workstation	**Processor**: PIII or higher **Memory**: 2GB of RAM or higher **Display**: Super VGA (800 X 600) or higher-resolution video adapter and monitor	**Operating System**: Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher. JAWS for Windows software for visually impaired access (optional) **3rd-Party Software (described after table):** Meadco ScriptX ActiveX 7.4/ Object Microsoft Silverlight 3 DynamSoft HTML5 Document Scanning	**Minimum**: Dedicated broadband or high-speed access, 380Kbps or higher

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2. Subrecipient shall:

a. Ensure strict adherence to all federal, state and local requirements related to CalJOBS;
b. Must input all participant data in to the CalJOBS VOS Greeter System within the same day of service delivery
c. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
d. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
e. Install a system to establish staff accountability for data entered;
f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the County of Orange;
g. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information; and
h. Ensure access to CalJOBS is limited to only active staff members.

Subrecipient shall ensure immediate implementation of any future changes in data collection and reporting per direction from the County.

R. Website and Social Media Platforms

1. In concurrence with Orange County, current website and all One-Stop social media platforms shall be maintained by the Orange County Workforce and Economic Development Division to allow clients to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall provide monthly content to include job fair notices, monthly One-Stop center training calendar, special events, public notices, and all other relative information to the Orange County Workforce and Economic Development Division no less than 15 days in advance of the date of the event and/or month. The Subrecipient must review website content monthly to ensure information is accurate and up to date and provide updates to the Orange County Workforce and Economic Development Division as needed.

The domain ownership (website address: www.oconestop.com) is owned by the County of Orange.

2. Communication, Distributed Material and Postings, and Physical and Program Access Standards

a. All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials and/or the County of Orange, shall be submitted to the County of Orange administrative office for review and approval prior to use or release. The County of Orange will require a minimum of five (5) working days to review and approve. Communication is not considered approved for release until subrecipient receives written approval from the County of Orange. All published or electronic materials shall promote the Orange County One-Stop System. These materials must also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards and must identify that funding is made available through the U.S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA), Orange County Workforce Development Board and Orange County Workforce and Economic Development Division.

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b. All logos and naming conventions shall be provided by the County of Orange to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.

c. Language requirements for all printed material and other information at the Orange County Workforce Solutions Center(s) shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.

d. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, must include the telephone number of any TDD/TTY or relay service used by the Subrecipient. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.

e. Information and services accessed electronically shall be established by the Subrecipient's policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.

f. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:

   This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

   Subrecipient shall include the following tagline on all flyers, notices, websites, and other communication promoting, advertising, and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subrecipient:

   If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____. Please call 48 hours in advance to allow the Orange County Workforce Solutions Center to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.).

g. Subrecipient shall be responsible to post the "Equal Opportunity Is The Law," "Zero Tolerance and Code of Conduct," and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Updated client acknowledgement forms (EO, Zero Tolerance & Code of Conduct, and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese. In the case that a participant is unable to read, the Subrecipient must either read it aloud to the participant or provide a recording of the policy. Acknowledgement forms, along with the policy recording, will be provided by the County of Orange.

h. Subrecipient shall ensure availability to assistive technology for individuals with physical limitations. Subrecipient shall provide and ensure that individuals with disabilities have access to easy-to-follow directions to use assistive technology readily available and visible. Resources in the One-Stop Center shall be in compliance with the Americans with Disability Act (ADA).

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S. Quality Assurance Review

Subrecipient shall be responsible for quality assurance review of their fiscal and program operations (including all special projects) which includes, but is not limited to, a quality assurance system to review of CalJOBS VOS Greeter System, reports (issued by CalJOBS, Federal, State, and/or local agencies) property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among One-Stop Center locations, programs and staff is essential. The Subrecipient shall be responsible for leading the quality assurance review on a quarterly basis.

Subrecipient shall produce all quality assurance review documentation upon request by the Orange County Workforce and Economic Development Division Director.

1. Subrecipient shall establish and follow a standardized review methodology that:
   - **a.** Includes procedures for conducting a quality assurance review on all contracted program and fiscal activities. To include review of expenditures against budget to ensure compliance OMB requirements and WIOA.
   - **b.** Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
   - **c.** Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
   - **d.** Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.

2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.

3. Subrecipient shall conduct a baseline analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement once per program year. Subrecipient must develop a policy and procedures to ensure client flow and program delivery are in place. **Subrecipient shall provide a copy of their program delivery policy, procedures and all other documentation of the process followed and the results of the analysis to the County administrative office by July 31, 2022**.

4. Subrecipient shall take corrective action measures as a result of findings identified through federal, state and County monitoring within 15 days of notification. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible loss or reduction in funding and/or other sanctions issued by the County.

5. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly One-Stop System Performance Reports.

T. Documentation and File Maintenance

Case Files shall be maintained for every enrolled client.

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1. **Confidential Information**: Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA clients including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

   Files shall not include any documentation that discloses an individual's disability status (including individuals who do not have a disability). Any mention of disability-related information shall be placed in a separate file, located away from the main file.

   Subrecipient shall ensure that staff are properly trained and updated for safeguarding protected PII and information designated as sensitive. Staff shall be trained regarding the proper treatment, release and security of the records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the County release of information form and shall obtain an original of the form prior to releasing information to anyone other than the client. Emails containing PII must be encrypted and transmitted through secure email protocols.

2. **Security:** Subrecipient shall maintain all client files in locked cabinets accessible only to authorized personnel. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy and procedures to support security obligations regarding all confidential and sensitive information. **A copy of the Subrecipient's policy and procedures shall be submitted to the County by July 31, 2022.**

U. Customer Service and Client Satisfaction

1. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronical survey via a format provided by Orange County Workforce and Economic Development Division Director of Workforce Development. Orange County Workforce and Economic Development Division Director of Workforce Development will review and evaluate the data collected and make the results available to the Subrecipient.

2. Subrecipient shall communicate to their staff that meeting client satisfaction and expectations is a primary goal. Therefore, all workforce development activities must be client centered and Orange County will be conducted surveys with clients and Orange County Workforce Solutions system partners on the performance of workforce services offered. Orange County will review and evaluate the data collected. The Subrecipient shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.

3. Subrecipient shall be proactive in requiring staff to adopt customer focused principles targeted toward achieving high client satisfaction and which meet client expectations in their delivery of services under this Contract. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct County concerns regarding under-performing staff within 5 days.

4. Subrecipient shall be proactive in maintaining a customer centered design for the Orange County Workforce Solutions Center, as described in the Local and Regional Plans, taking into

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consideration, Anaheim and Santa Ana. Subrecipient shall incorporate new innovations that are specifically tailored to meet the Workforce Solutions customers' needs.

5. Subrecipient shall work with the Orange County Workforce Solutions center mandatory / non-mandatory partner(s) staff to ensure that client specific services are provided. Subrecipient shall ensure participants are co-enrolled into Workforce Solutions center mandatory / non-mandatory partner(s) programs when doing so will benefit participants outcomes. Subrecipient shall meet with the Workforce Solutions center mandatory / non-mandatory partner(s) staff and the Workforce Solutions Center partners for suggestions on how to improve client services as defined in the MOU.

6. Subrecipient shall work with County designated Workforce Solutions partners to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with Workforce Solutions partners monthly for suggestions on how to improve client services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.

7. Subrecipient shall provide at least one (1) testimonial each month from job seeker clients and/or business clients to the County. Subrecipient must obtain client's authorization to release prior to sharing information. Examples of testimonials may be a client success story or a letter from a client. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the client. **Monthly testimonials shall be included in the Monthly Program Performance Report.**

V. Organizational Chart:

1. Subrecipient shall maintain a current organizational chart along with corresponding functional job descriptions for every classification funded by WIOA, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the County of Orange Workforce and Economic Development Division Director by July 31, 2022**. **In addition, Subrecipient shall provide updates to organizational charts to the County of Orange Workforce and Economic Development Division Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**

   The staffing design and overall number of positions and associated assignments are subject to pre-approval by the County.

   Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart immediately to the County.

2. **Telephone Directory** for workforce referrals shall be utilized by the Subrecipient. Directory shall include point-of-contact, alternative contact, associated agency, position, telephone number and email address maintained by the Subrecipient. **Subrecipient shall inform the County Administration immediately on any changes to the telephone directory.**

W. Workforce Solutions Center Resource Rooms:

1. The Subrecipient is responsible for providing oversight of the Workforce Solutions Center Resources Room. The Resource Room shall house computers with internet access and email capability, Microsoft Office Suite, resume writing and cover letter templates, and other

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resources for patrons to engage in self-learning activities. Shared printers shall accompany the computers. At a minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Center's resource room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

2. Resource Room Staffing shall be the responsibility of the Subrecipient; however, this responsibility may be shared by staff from Subrecipient and co-located partner agencies in the event of an emergency. All staff in the Center's resource room shall have the ability to provide basic information on all partner programs participating in the One-Stop System (including those partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about Workforce Solutions services, labor market information, training, job information and/or refer clients to other agencies. Staff shall also be able to assist clients in using photocopying and fax machines as well as computers and accessing the internet.

3. Assistive Technology the Subrecipient must ensure that assistive technology shall be available for those clients with hearing, vision or speech impairments. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, Subrecipient shall ensure facility accessibility including access to services such as interviewing and testing, and business access to information such as information technology equipment accessibility and software accessibility. All Subrecipient staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

X. Records and Documentation

The Subrecipient must retain, secure and ensure the accuracy of all program files and records in compliance with WIOA requirements, related federal and state regulations, and the County's record retention requirements. Files must be retained for seven (7) years after the County reports final expenditures to the funding source. The Subrecipient must allow the County and representatives of other regulatory authority' access to all records, program materials, staff, and participants related to the provision of services within 48 hours of the request. The Subrecipient is responsible for maintaining and securing customer files at all times, as well as ensuring privacy and protection of all personal information collected from participants per applicable laws, regulations and County policies. Confidentiality of customer information must be maintained, and all files must be properly stored in a secured space with limited staff access. Each staff member who has contact with customers or customer information must receive training on confidentiality requirements. The Subrecipient acknowledges that the use or disclosure of customer information for purposes other than the effective delivery of the services is strictly prohibited. Subrecipient staff may have access to this information only on a "need to know" basis. The Subrecipient must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

Y. Monitoring and Evaluation

The County is responsible for all levels of program monitoring, compliance, and evaluation for Subrecipient activities. The Subrecipient's performance will be evaluated by the County within the first six months of the contract start date and at least annually thereafter. Evaluations will include

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but are not limited to contract provisions, surveys of Workforce Solutions Center partners and other evaluation criteria developed by the County.

1. County Responsibilities: The County will monitor, evaluate and provide guidance and direction to the Subrecipient in the conduct of services performed under this contract. The County has the responsibility to determine whether the Subrecipient has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the Subrecipient to ensure such requirements are met. The County may require the Subrecipient to take corrective action if deficiencies are found.

2. Subrecipient Responsibilities: The Subrecipient will permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts.

The Subrecipient shall cooperate fully with any reviews or audits of the activities by authorized representatives of the County or federal or state agencies and the Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. The Subrecipient understands that all books and records pertaining to this Contract, including payroll and attendance records of participating employees, are subject to inspection by the County, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to this contract and the Orange County Workforce Solutions Center MOU. All records shall be maintained for a period of seven (7) years beyond the completion of this. If the Subrecipient receives notice of any litigation or claim involving the grant award or otherwise relating to this contract or the Orange County Workforce Solutions Center MOU, the Subrecipient shall retain records until otherwise instructed by the County.

Z. Subrecipient Prohibited Functions

- **a.** Convene system stakeholders to assist in the development of the local plan
- **b.** Prepare and submit the local plans (WIOA sec.107)
- **c.** Be responsible for oversight of itself
- **d.** Participate in the competitive selection process for Operators
- **e.** Select or terminate Operators, Career service providers, and Youth providers
- **f.** Negotiate local performance accountability measures
- **g.** Oversight of the Orange County Workforce System to include providing program and fiscal administration over the partners, service providers, AJCC One-Stop Centers, affiliates, and specialized locations.

IV. PERFORMANCE

A. Performance Measures: The WIOA requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop System. Subrecipient shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. Subrecipient shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the County. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. If the Subrecipient fails to meet levels of performance agreed to in this Contract, the County may

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take corrective action. The corrective action may include appropriate measures designed to improve the performance of the local area.

Pay for performance shall be established in accordance with 20 CFR 683.500 - 683.540. The selected Subrecipient may be awarded payment for performance at the end of the contracted performance period as detailed in Attachment E-1 Performance Standards.

B. MIS Submission/Reporting: Subrecipient shall adhere to MIS procedures for data entry, **timelines** and reporting requirements. Refer to the latest County policies, State Information Notices and Directives and subsequent updates for complete information and guidance.

Subrecipient shall timely enter data in the data reporting system/s, or if applicable, submit MIS paperwork for all client activities and necessary updates in client information and activities for input into the data reporting system as defined in County of Orange Policy 17-OCDB-02.

1. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
2. Subrecipient shall use the most current templates provided by the County. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
3. Subrecipient shall review and approve all paperwork prior to submission to the County;
4. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;
5. Subrecipient shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
6. Subrecipient shall comply with data verification requirements listed in the latest County policy and any subsequent updates;
7. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.

C. Regional/State Plans and County of Orange Initiatives: Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.

1. **Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:

   a. Technical assistance and assessment of the causes of the low performance;
   b. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
   c. Monitoring of subsequent performance to assess the impact of the corrective action plan(s);
   d. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

   Subrecipient's performance is not limited to Common Measures and individual program requirements and performance measurements. Subrecipient is responsible for all commitments made in the RFP application. Subrecipient's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Contract.

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2. Accounting and Fiscal Controls

a. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.

b. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form. The form will be provided to the County of Orange Workforce and Economic Development Division Director by July 31, 2022.

c. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.
All program invoices including two original sets with wet signatures are due in good order to the OCCR Accounting Office by the tenth day (10th) following the month being reported.

d. Accurate and complete invoices are invoices whereby:

- Personnel is invoiced based upon an approved organization chart;
- Personnel supporting documentation is included with each invoice;
- There are no negative line item balances in any row;
- Year-To-Date (YTD) invoiced amounts are correct;
- Leverage/match, if required, is included on the monthly invoice;
- All required program specific sub-categories are included on the invoice;
- Program specific sub-categories supporting documentation are included on the invoice (i.e. receipts, bank statements, canceled checks, etc.).;
- Any temp staff charges are reported separately;
- OJT/CT log in County -provided spreadsheet must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. Calendar processing start over each time an invoice is returned not in good order.

A master salary spreadsheet identifying all staff and their allocation across **programs AND a master invoice spreadsheet identifying all cost and their allocation across programs shall be submitted to the County Workforce and Economic Development Division Director or designee by August 31, 2022 and ongoing.**

3. Budgets and Budget Modifications

Budgets contained in Attachment C-1 of this Contract are high-level budgets**.** Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.

Budget modifications are limited as outlined in Information Notice No. 11-OCWDA-03. County initiated adjustments do not count towards the three allowed each year.

V. VISION FOR ONE-STOP OPERATIONS

A. Subrecipient shall implement a model that:

1. Takes a customer-centered, culturally competent approach to mitigate barriers, prepare and empower all jobseekers;

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2. Utilizes innovative career pathways and training programs tailored to high-value sectors based on input from Orange County Workforce and Economic Development Division Director, OCDB, Employers, One-Stop Center partners, and the County;
3. Engages in Career and Technical Education (CTE) training programs with educational partners; and
4. Increases middle-skill certification in OC high-growth sectors.

The Subrecipient shall implement a system that is structured on: key State workforce policy objectives; the OC Regional/Local Plans, Comprehensive Economic Development Strategy and all other white reports and resources identified by the Orange County Workforce and Economic Development Division Director. The Subrecipient shall also coordinate and integrate services with partners by co-locating; sharing a common referral system and blending/braiding funds.

VI. INNOVATIONS TO BE IMPLEMENTED

A. Staff Co-location with Partners: Subrecipient shall use partner-sites for office-hours and community portals to bring programs and resources to potential clients who may be unaware of WIOA or unable to commute.

B. Special Population Etiquette: Subrecipient shall provide expert-led training on how to support the needs of multi-ethnic, culturally diverse, people with disabilities and/or justice-involved clients

VII. DELIVERABLES

Subrecipient shall submit the reports and data detailed within the Scope of Services and summarized below. Page references and timelines for submission are also indicated.

Deliverables Summary

I. COORDINATION	Due Date
Operating Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 2022 and ongoing
Schedule of Partner Staff Training	August 31, 2022
II. SERVICE STANDARDS	**Due Date**
Monthly Reports with at least one (1) Success Story	10th day after the end of each month
Organizational Chart	July 31, 2022
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2022
Information Technology (IT) usage policy	July 31, 2022
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2022 and ongoing
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Nondiscrimination and EO Self-Assessment	As needed
Comprehensive AJCC Certification Matrix – Hallmarks of Excellence	As needed
EO and Complaint Logs	July 10, 2022, annually

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Staff Training / Capacity Building Plan	August 31, 2022
III. SERVICE DELIVERY	**Due Date**
Universal Services Monthly Reports	10th day after the end of each month
WIOA Client Flow Chart	July 31, 2022
List of workshops	July 31, 2022 and ongoing
Internal Policies and Procedures	August 31, 2022
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2022 and ongoing
IV. PERFORMANCE	**Due Date**
Corrective Action Plans, as applicable	As directed by County staff
Invoices	10th of each month
Master Salary Spreadsheet	August 31, 2022 and ongoing
Master Invoice Spreadsheet	August 31, 2022 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2022

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PAYMENT/COMPENSATION

America Works of California, Inc.
One-Stop Operator
July 1, 2022 – June 30, 2023

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to $2,000,000 for 12-months (July 1, 2022 – June 30, 2023), with an additional $200,000available incentive for Pay for Performance as set forth in Attachment A-3 (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

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

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

A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.

B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.

C. Invoices: Subrecipient shall provide monthly invoices by the 10th day following the month being reported. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract

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and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

D. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
E. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.
F. Whenever Subrecipient is not in compliance with any provision of this Contract, County's Project Manager, may withhold payment or a portion thereof until such time Subrecipient comes into compliance.
G. County's Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County's Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County's Project Manager, or designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations,

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and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Program Invoice(s) must be sent to the following address:

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

4. INVOICING INSTRUCTIONS:

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include in the Demand Letter/Invoice the following information:

A. Subrecipient's name and address
B. Subrecipient's remittance address (if different from A)
C. Name of County Agency/Department
D. County Contract Number
E. Master Agreement (MA) Number
F. Delivery Order (DO) Number
G. Service Date(s) – Month of Service
H. Deliverables/Service description (in accordance with Attachment A-3)
I. Subrecipient's Federal Tax I.D. number
J. Total Invoice Amount

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BUDGET SCHEDULE

America Works of California, Inc.
One-Stop Operator
July 1, 2022 – June 30, 2023

1. This total amount to be funded under this Contract for One-Stop Operator Services shall not exceed $2,000,000 and an additional $200,000 available incentive for Pay for Performance. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment B-3; herein and corresponding project budgets shall be listed in Attachment C-3 herein.

2. Subrecipient's Budget:

ONE-STOP OPERATOR	
Direct Program	$1,800,000.00
Indirect Cost	$200,000.00
Total Contract	**$2,000,000.00**
Pay for Performance	$200,000.00

3. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.

4. Budgets contained in Attachment C-3 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2022 invoices, a detailed budget must be submitted to the County office for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.

5. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.

6. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

7. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de

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minimis rate. De minimis Rate – In place of calculating a rate, a de minimis rate of 10% of the Modified Total Direct Costs (MTDC) can be used.

8. Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County will send the subrecipient a letter of acknowledgement and approval.

9. Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County may use the 10% de minims rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.

10. Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).

11. If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.

12. A subrecipient requiring approval of indirect costs by the County must develop and submit its indirect cost rate proposal to the County immediately after the organization is advised that an award will be made.

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STAFFING PLAN

America Works of California, Inc.
One-Stop Operator
July 1, 2022 – June 30, 2023

Title	FTE*
One-Stop Operator (Manager)	1.00
Customer Service Representative (CSR)	4.00
Career Resource Room (CRR) Attendant	2.00
Training Coordinator/Trainer	2.00
TOTAL:	9.0

*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

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PERFORMANCE STANDARDS

America Works of California, Inc.
One-Stop Operator
July 1, 2022 – June 30, 2023

Percentage goals identified below may be based on expectations identified in the One-Stop Center(s) performance standards. Pay for performance incentives will be paid at the end of the Contact term according to the normal invoice procedures. Examples:

Example 1: If the goal is to achieve 80% of the participants to successfully complete a measurable skills gain (i.e. certification), when the goal is exceeded at 95% at the end of the Contract term, the Subrecipient will receive 50% of the $33,333 allotted for the service category at a total amount of $16,666.50.

Example 2: 1000 participant surveys distributed; 600 participant surveys received, and 582 participant surveys rated satisfactory or better therefore the overall rate is 97%, the Subrecipient will receive 50% of the $33,333 allotted for this service category at a total amount of $16,666.50.

Goal	Measures	Based on those who	Formula (/ is divided by, - is minus)	Source (How the measure will be tracked)	Pay Ratio (% of performance payment earned)
80%	Measurable Skills Gain (as defined by WIOA)	…. Are active yearly in education or training	# participants who make a skill gain utilizing the OC One-Stop center training	Detailed report, Services provided Individuals, actual begin date /# active participants. Does not capture carry overs	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $33,333
90%	Participant Satisfaction Rate	….. complete the One-Stop customer satisfaction survey	Survey matrix % of all received surveys (min of 1000)	Survey results. Minimum of 1000 surveys. One survey per customer	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $33,333
90%	Business Satisfaction Rate	….. complete the employer satisfaction survey	Survey matrix % of all received surveys (min of 300)	Survey results. Minimum of 300 surveys. One survey per employer	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $33,333
90%	One-Stop Partner Satisfaction Rate	….. complete the One-Stop partner satisfaction survey	Survey matrix % of all received surveys (min of 20)	Survey results. Minimum of 20 surveys. One survey per One-Stop partner	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $33,333
100%	WIOA One-Stop Mandatory co-located (WIOA 17 Required Partners) and paying into to the GG One-Stop Center	--- based on mandatory sub-lease agreements	One-Stop Sub-lease agreements from each mandatory co-located partner.	One-Stop MOU, Infrastructure Agreements and Subleases.	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $33,333
100%	WIOA One-Stop Mandatory co-located partners' Satisfaction Rate	--- complete One-Stop Mandatory Co-Located Partner satisfaction survey	Survey matrix % of all received surveys (min of 17)	Survey results. Minimum of 17 surveys. One survey per One-Stop Mandatory Co-Located Partner.	0% - 79% = $0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount $33,333

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FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Contractor will provide Regional Workforce Services identified in this attachment.

I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plan 2017-2021.

Where local policy has not been set, Contractor agrees to adhere to state and/or federal policy, as appropriate.

II. GOVERNANCE REFERENCES

A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.

B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.

C. Additional state and federal agencies that provide funding to the County of Orange/OC Community Resources/OC Community Services/Community Investment Division that may be incorporated herein.

D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.

E. Actions, directives, and policy and procedures issued by OC Community Resources/OC Community Services/Community Investment Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

F. County of Orange policies, as applicable.

G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, America Works of California, Inc. is determined to be a Subrecipient.

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III. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION		
A.	Subrecipient Name:	America Works of California, Inc.
B.	Subrecipient's Unique Identifier (D-U-N-S):	78-862-4315
	Unique Entity Identifier (UEI):	CF8KYFSH5P23
C.	Federal Award Identification Number (FAIN):	See Table F
D.	Federal Award Date:	See Table F
E.	Subaward Period of Performance:	July 1, 2022 – June 30, 2023
F.	Total Amount of Federal Funds Obligated by the Action:	$2,000,000

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	AA-34757-20-55-A-6	07/01/22-06/30/23	Adult Formula Rd 1-201	$960,000
17.258	AA-34757-20-55-A-6	07/01/22-06/30/23	Dislocated Worker Rd 1-501	$1,040,000
			TOTAL:	$2,000,000

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Adult Formula Rd 1-201	$960,00
17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Dislocated Worker Rd 1-501	$104,000
			TOTAL:	$200,000

G.	Total Amount of Federal Funds Obligated to the Subrecipient:	$2,000,000 ($2,000,000 funding is contingent on federal funding availability. Pay for Performance $200,000 funding is contingent on federal funding availability and performance outcomes at the end of the contract period.)
H.	Total Amount of the Federal Award:	N/A
I.	Federal Award Project Description:	Funding to operate Orange County One-Stop Center(s) and affiliate sites.
J.	Federal Awarding Agency:	Department of Labor Employment and Training Administration
K.	Name of PTE:	Employment Development Department and County of Orange
L.	Contact Information for the Awarding Official:	Carma Lacy, Executive Director
	Phone Number:	(714) 480-6420
	E-mail Address:	Carma.Lacy@occr.ocgov.com
M.	CFDA Number:	See Table F
	CFDA Name:	See Table F
N.	Whether Award is R&D:	No
O.	Indirect Cost Rate for the Federal Award:	10% Cap

America Works of California, Inc. - One-Stop Operator - PY 21-22 Performance Matrix

Attachment C

Goal	Program Year 2020-2021	Program Year 2021-2022	Measures	Based on those who	Formula (/divided by,-is minus)	Source (How the measure will be tracked	Pay Ratio (% of performance payment earned)	Notes	Pay Ratio Amount
80%	0%	TBD	Measurable Skills Gain (as defined by WIOA)	….Are active yearly in education or training	# participants who make a skill gain utilization the OC One-Stop center training	Detailed report, Services provided Individuals, actual begin date/# active participants. Does not capture carry overs	0 - 79% = $0.00, 80% - 94% = 25%, 95% - 99% = 50%, 100% or above = 100%, Maximum amount $25,000	Customers are handed off to partners, unable to measure in CalJOBS.	$ -
90%	0%	TBD	Participant Satisfaction Rate	….complete the One-Stop customer satisfaction survey	Survey matrix % of all received surveys (min of 1000)	Survey results. Minimum of 1000 surveys. One survey per employer	0 - 79% = $0.00, 80% - 94% = 25%, 95% - 99% = 50%, 100% or above = 100%, Maximum amount $25,000	3,915 distributed, 292 responded as at March 27, 2021. Does not qualify for any payout for two reasons: Satisfaction goal not achieved.Secondly, a minimum of 1000 required.	$ -
90%	0%	TBD	Business Satisfaction Rate	….complete the employer satisfaction survey	Survey matrix % of all received surveys (min of 300)	Survey results. Minimum of 300 surveys. One survey per employer	0 - 79% = $0.00, 80% - 94% = 25%, 95% - 99% = 50%, 100% or above = 100%, Maximum amount $25,000	41 surveys were distributed, 2 responded. Emails were not updated in CalJOBS, unable to collect data. Additionally, minimum requirements not met.	$ -
90%	0%	TBD	One-Stop Partner Satisfaction Rate	….complete the One-Stop partner satisfaction survey	Survey matrix % of all received surveys (min of 20)	Survey results. Minimum of 20 surveys. One survey per employer	0 - 79% = $0.00, 80% - 94% = 25%, 95% - 99% = 50%, 100% or above = 100%, Maximum amount $25,000	71 surveys distributed, 7 responded. 71% agree, 28% strongly agree. Minimum responses not achieved. Next partner survey for Quarter January to March 2021 to be distributed.	$ -
100%	0%	TBD	One-Stop Mandatory partners co-located and paying into to the GG One-Stop Center	….based on the One-Stop MOU and infrastructure agreement	One-Stop MOU and infrastructure agreement.	One-Stop MOU and infrastructure agreement.	0 - 79% = $0.00, 80% - 94% = 25%, 95% - 99% = 50%, 100% or above = 100%, Maximum amount $25,000	6 partners currently paying into the center with 13 mandatory. Does not meet minimum requirements.	$ -
100%	0%	TBD	One-Stop Mandatory partners co-located and paying into the One Stop Center - TBD	….based on the One-Stop MOU and infrastructure agreement	One-Stop MOU and infrastructure agreement.	One-Stop MOU and infrastructure agreement.	0 - 79% = $0.00, 80% - 94% = 25%, 95% - 99% = 50%, 100% or above = 100%, Maximum amount $25,000		$ -

Contract Summary Form

America Works of California, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. Third year of a 4-year RFP cycle.

SUBCONTRACTORS

This contract does not include subcontractors or pass through to other providers. Subcontractors are required to be pre-approved by the County.

CONTRACT OPERATING EXPENSES

Workforce Innovation and Opportunity Act One-Stop Operator Services

	JULY 2022-JUNE 2023
ADMINISTRATIVE COST	$ 130,150.00 (not to exceed)
PROGRAM COST	$ 1,171,350.00
TOTAL CONTRACT BUDGET:	$ 1,431,650.00
PAY FOR PERFORMANCE:	UP TO $ 130,150.00

Code of Federal Regulations and WIOA of 2014

683.500 What is a Workforce Innovation and Opportunity Act Pay-for-Performance contract strategy?

(a) A WIOA Pay-for-Performance contract strategy is a specific type of performance-based contract strategy that has four distinct characteristics:

(1) It is a strategy to use WIOA Pay-for-Performance contracts as they are described in § 683.510;

(2) It must include the identification of the workforce development problem and target populations for which a local area will pursue a WIOA Pay-for-Performance contract strategy; the outcomes the local area would hope to achieve through a Pay-for-Performance contract relative to baseline performance; and the acceptable cost to government associated with achieving these outcomes;

(3) It must include a strategy for independently validating the performance outcomes achieved under each contract within the strategy prior to payment occurring; and

(4) It must include a description of how the State or local area will reallocate funds to other activities under the contract strategy in the event a service provider does not achieve performance benchmarks under a WIOA Pay-for-Performance contract.

(b) Prior to the implementation of a WIOA Pay-for-Performance contract strategy, a local area must conduct a feasibility study to determine whether the intervention is suitable for a WIOA Pay-for-Performance contract strategy.

(c) The WIOA Pay-for-Performance contract strategy must be developed in accordance with guidance issued by the Secretary.

683.510 What is a Workforce Innovation and Opportunity Act Pay-for-Performance contract?

(a) *Pay-for-Performance contract.* A WIOA Pay-for-Performance contract is a type of Performance-Based contract.

(b) *Applicability.* WIOA Pay-for-Performance contracts may only be entered into when they are a part of a WIOA Pay-for-Performance contract strategy described in § 683.500.

(c) *Cost-plus a percentage of cost contracts.* Use of cost plus a percentage of cost contracts is prohibited. (2 CFR 200.323.)

(d) *Services provided.* WIOA Pay-for-Performance contracts must be used to provide adult training services described in sec. 134(c)(3) of WIOA or youth activities described in sec. 129(c)(2) of WIOA.

(e) *Structure of payment.* WIOA Pay-for-Performance contracts must specify a fixed amount that will be paid to the service provider based on the achievement of specified levels of performance on the performance outcomes in sec. 116(b)(2)(A) of WIOA for target populations

within a defined timetable. Outcomes must be independently validated, as described in paragraph (j) of this section and § 683.500, prior to disbursement of funds.

(f) *Eligible service providers.* WIOA Pay-for-Performance contracts may be entered into with eligible service providers, which may include local or national community-based organizations or intermediaries, community colleges, or other training providers that are eligible under sec. 122 or 123 of WIOA (as appropriate).

(g) *Target populations.* WIOA Pay-for-Performance contracts must identify target populations as specified by the Local WDB, which may include individuals with barriers to employment.

(h) *Bonus payments.* WIOA Pay-for-Performance contracts may include bonus payments for the contractor based on achievement of specified levels of performance. Bonus payments for achieving outcomes above and beyond those specified in the contract must be used by the service provider to expand capacity to provide effective training.

(i) *Performance reporting.* Performance outcomes achieved under the WIOA Pay-for-Performance contract, measured against the levels of performance specified in the contract, must be tracked by the local area and reported to the State pursuant to WIOA sec. 116(d)(2)(K) and § 677.160 of this chapter.

(j) *Validation.* WIOA Pay-for-Performance contracts must include independent validation of the contractor's achievement of the performance benchmarks specified in the contract. This validation must be based on high-quality, reliable, and verified data.

(k) *Guidance.* The Secretary may issue additional guidance related to use of WIOA Pay-for-Performance contracts.

683.520 What funds can be used to support Workforce Innovation and Opportunity Act Pay-for-Performance contract strategies?

(a) For WIOA Pay-for-Performance contract strategies providing adult and dislocated worker training services, funds allocated under secs. 133(b)(2)-(3) of WIOA can be used. For WIOA Pay-for-Performance contract strategies providing youth activities, funds allocated under WIOA sec. 128(b) can be used.

(b) No more than 10 percent of the total local adult and dislocated worker allocations can be reserved and used on the implementation of WIOA Pay-for-Performance contract strategies for adult training services described in sec. 134(c)(3) of WIOA. No more than 10 percent of the local youth allocation can be reserved and used on the implementation of WIOA Pay-for-Performance contract strategies for youth training services and other activities described in secs. 129(c)(2) of WIOA.

683.530 How long are funds used for Workforce Innovation and Opportunity Act Pay-for-Performance contract strategies available?

Section 189(g)(2)(D) of WIOA authorizes funds used for WIOA Pay-for-Performance contract strategies to be available until expended. Under WIOA sec. 3(47)(C), funds that are obligated but not expended due to a contractor not achieving the levels of performance specified in a

WIOA Pay-for-Performance contract may be reallocated for further activities related to WIOA Pay-for-Performance contract strategies only. The Secretary will issue additional guidance related to the funds availability and reallocation.

683.540 What is the State's role in assisting local areas in using Workforce Innovation and Opportunity Act Pay-for-Performance contract strategies?

(a) Using funds from the Governor's Reserve the State may:

(1) Provide technical assistance to local areas including assistance with structuring WIOA Pay-for-Performance contracting strategies, performance data collection, meeting performance data entry requirements, and identifying levels of performance.

(2) Conduct evaluations of local WIOA Pay-for-Performance contracting strategies, if appropriate.

(3) Conduct other activities that comply with limitations on the use of the Governor's Reserve.

(b) Using non-Federal funds, Governors may establish incentives for Local WDBs to implement WIOA Pay-for-Performance contract strategies as described in this subpart.

(c) In the case of a State in which local areas are implementing WIOA Pay-for-Performance contract strategies, the State must:

(1) Collect and report to the Department data on the performance of service providers entering into WIOA Pay-for-Performance contracts, measured against the levels of performance benchmarks specified in the contracts, pursuant to sec. 116(d)(2)(K) of WIOA and § 677.160 of this chapter and in accordance with any additional guidance issued by the Secretary.

(2) Collect and report to the Department State and/or local evaluations of the design and performance of the WIOA Pay-for-Performance contract strategies, and, where possible, the level of satisfaction with the strategies among employers and participants benefitting from the strategies, pursuant to sec. 116(d)(2)(K) of WIOA and § 677.160 of this chapter, and in accordance with any guidance issued by the Secretary.

(3) Monitor local areas' use of WIOA Pay-for-Performance contract strategies to ensure compliance with § 683.500 and the contract specifications in § 683.510, and State procurement policies.

(4) Monitor local areas' expenditures to ensure that no more than 10 percent of a local area's adult and dislocated worker allotments and no more than 10 percent of a local area's youth allotment is reserved and used on WIOA Pay-for-Performance contract strategies.

(d) The Secretary will issue additional guidance on State roles in WIOA Pay-for-Performance contract strategies.

WIOA Sec. 121 (h)

(h) FUNDING OF ONE-STOP INFRASTRUCTURE.—
(1) IN GENERAL.—
(A) OPTIONS FOR INFRASTRUCTURE FUNDING.—
(i) LOCAL OPTIONS.—The local board, chief elected officials, and one-stop partners described in subsection (b)(1) in a local area may fund the costs of infrastructure of one-stop centers in the local area through—
(I) methods agreed on by the local board, chief elected officials, and one-stop partners (and described in the memorandum of understanding described in subsection (c)); or
(II) if no consensus agreement on methods is reached under subclause (I), the State infrastructure funding mechanism described in paragraph (2).
(ii) FAILURE TO REACH CONSENSUS AGREEMENT ON FUNDING METHODS.—Beginning July 1, 2016, if the local board, chief elected officials, and one-stop partners described in subsection (b)(1) in a local area fail to reach consensus agreement on methods of sufficiently funding the costs of infrastructure of one-stop centers for a program year, the State infrastructure funding mechanism described in paragraph (2) shall be applicable to such local area for that program year and for each subsequent program year for which those entities and individuals fail to reach such agreement.
(B) GUIDANCE FOR INFRASTRUCTURE FUNDING.—In addition to carrying out the requirements relating to the State infrastructure funding mechanism described in paragraph (2), the Governor, after consultation with chief elected officials, local boards, and the State board, and consistent with the guidance and policies provided by the State board under subparagraphs (B) and (C)(i) of section 101(d)(7), shall provide, for the use of local areas under subparagraph (A)(i)(I)—
(i) guidelines for State-administered one-stop partner programs, for determining such programs' contributions to a one-stop delivery system, based on such programs' proportionate use of such system consistent with chapter II of title 2, Code of Federal Regulations (or any corresponding similar regulation or ruling),

including determining funding for the costs of infrastructure, which contributions shall be negotiated pursuant to the memorandum of understanding under subsection (c); and

H. R. 803—65

(ii) guidance to assist local boards, chief elected officials, and one-stop partners in local areas in determining equitable and stable methods of funding the costs of infrastructure of one-stop centers in such areas.

(2) STATE ONE-STOP INFRASTRUCTURE FUNDING.—

(A) DEFINITION.—In this paragraph, the term ''covered portion'', used with respect to funding for a fiscal year for a program described in subsection (b)(1), means a portion determined under subparagraph (C) of the Federal funds provided to a State (including local areas within the State) under the Federal law authorizing that program described in subsection (b)(1) for the fiscal year (taking into account the availability of funding for purposes related to infrastructure from philanthropic organizations, private entities, or other alternative financing options).

(B) PARTNER CONTRIBUTIONS.—Subject to subparagraph (D), for local areas in a State that are not covered by paragraph (1)(A)(i)(I), the covered portions of funding for a fiscal year shall be provided to the Governor from the programs described in subsection (b)(1), to assist in paying the costs of infrastructure of one-stop centers in those local areas of the State not adequately funded under the option described in paragraph (1)(A)(i)(I).

(C) DETERMINATION OF GOVERNOR.—

(i) IN GENERAL.—Subject to clause (ii) and subparagraph (D), the Governor, after consultation with chief elected officials, local boards, and the State board, shall determine the portion of funds to be provided under subparagraph (B) by each one-stop partner from each program described in subparagraph (B). In making such determination for the purpose of determining funding contributions, for funding pursuant to clause (i)(II) or (ii) of paragraph (1)(A) by each partner, the Governor shall calculate amounts for the proportionate use of the one-stop centers in the State, consistent with chapter II of title 2, Code of Federal Regulations (or any corresponding similar regulation or ruling), taking into account the costs of administration

of the one-stop delivery system for purposes not related to one-stop centers, for each partner. The Governor shall exclude from such determination of funds the amounts for proportionate use of one-stop centers attributable to the programs of one-stop partners for those local areas of the State where the costs of infrastructure of one-stop centers are funded under the option described in paragraph (1)(A)(i)(I). The Governor shall also take into account the statutory requirements for each partner program and the partner program's ability to fulfill such requirements.

(ii) SPECIAL RULE.—In a State in which the State constitution or a State statute places policymaking authority that is independent of the authority of the Governor in an entity or official with respect to the funds provided for adult education and literacy activities authorized under title II, postsecondary career and technical education activities authorized under the Carl D. Perkins Career and Technical Education Act

H. R. 803—66

of 2006 (20 U.S.C. 2301 et seq.), or vocational rehabilitation services offered under a provision covered by section 3(13)(D), the determination described in clause (i) with respect to the programs authorized under that title, Act, or provision shall be made by the chief officer of the entity, or the official, with such authority in consultation with the Governor.

(D) LIMITATIONS.—

(i) PROVISION FROM ADMINISTRATIVE FUNDS.—

(I) IN GENERAL.—Subject to subclause (II), the funds provided under this paragraph by each onestop partner shall be provided only from funds available for the costs of administration under the program administered by such partner, and shall be subject to the program's limitations with respect to the portion of funds under such program that may be used for administration.

(II) EXCEPTIONS.—Nothing in this clause shall be construed to apply to the programs carried out under this title, or under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.).

(ii) CAP ON REQUIRED CONTRIBUTIONS.—For local areas in a State that are not covered by paragraph

(1)(A)(i)(I), the following rules shall apply:
(I) WIA FORMULA PROGRAMS AND EMPLOYMENT SERVICE.—The portion of funds required to be contributed under this paragraph from a program authorized under chapter 2 or 3, or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall not exceed 3 percent of the amount of Federal funds provided to carry out that program in the State for a fiscal year.
(II) OTHER ONE-STOP PARTNERS.—The portion of funds required to be contributed under this paragraph from a program described in subsection (b)(1) other than the programs described in subclause (I) shall not exceed 1.5 percent of the amount of Federal funds provided to carry out that program in the State for a fiscal year.
(III) VOCATIONAL REHABILITATION.—Notwithstanding subclauses (I) and (II), an entity administering a program described in subsection (b)(1)(B)(iv) shall not be required to provide from that program, under this paragraph, a portion that exceeds—
(aa) 0.75 percent of the amount of Federal funds provided to carry out such program in the State for the second full program year that begins after the date of enactment of this Act;
(bb) 1.0 percent of the amount provided to carry out such program in the State for the third full program year that begins after such date;
(cc) 1.25 percent of the amount provided to carry out such program in the State for
H. R. 803—67
the fourth full program year that begins after such date; and
(dd) 1.5 percent of the amount provided to carry out such program in the State for the fifth and each succeeding full program year that begins after such date.
(iii) FEDERAL DIRECT SPENDING PROGRAMS.—For local areas in a State that are not covered by paragraph (1)(A)(i)(I), an entity administering a program funded

with direct spending as defined in section 250(c)(8) of the Balanced Budget and Emergency Deficit Control Act of 1985, as in effect on February 15, 2014 (2 U.S.C. 900(c)(8)) shall not be required to provide, for purposes of this paragraph, an amount in excess of the amount determined under subparagraph (C)(i) to be equivalent to the cost of the proportionate use of the one-stop centers for the one-stop partner for such program in the State.

(iv) NATIVE AMERICAN PROGRAMS.—One-stop partners for Native American programs established under section 166 shall not be subject to the provisions of this subsection (other than this clause) or subsection (i). For purposes of subsection (c)(2)(A)(ii)(II), the method for determining the appropriate portion of funds to be provided by such partners to pay for the costs of infrastructure of a one-stop center shall be determined as part of the development of the memorandum of understanding under subsection (c) for the one-stop center and shall be stated in the memorandum.

(E) APPEAL BY ONE-STOP PARTNERS.—The Governor shall establish a process, described under section 102(b)(2)(D)(i)(IV), for a one-stop partner administering a program described in subsection (b)(1) to appeal a determination regarding the portion of funds to be provided under this paragraph. Such a determination may be appealed under the process on the basis that such determination is inconsistent with the requirements of this paragraph. Such process shall ensure prompt resolution of the appeal in order to ensure the funds are distributed in a timely manner, consistent with the requirements of section 182(e).

(3) ALLOCATION BY GOVERNOR.—

(A) IN GENERAL.—From the funds provided under paragraph (1), the Governor shall allocate the funds to local areas described in subparagraph (B) in accordance with the formula established under subparagraph (B) for the purposes of assisting in paying the costs of infrastructure of one-stop centers.

(B) ALLOCATION FORMULA.—The State board shall develop a formula to be used by the Governor to allocate the funds provided under paragraph (1) to local areas not funding costs of infrastructure under the option described

in paragraph (1)(A)(i)(I). The formula shall be based on factors including the number of one-stop centers in a local area, the population served by such centers, the services provided by such centers, and other factors relating to
H. R. 803—68
the performance of such centers that the State board determines are appropriate.
(4) COSTS OF INFRASTRUCTURE.—In this subsection, the term ''costs of infrastructure'', used with respect to a onestop center, means the nonpersonnel costs that are necessary for the general operation of the one-stop center, including the rental costs of the facilities, the costs of utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the one-stop center, including the center's planning and outreach activities.

2 CFR part 200; part 2900; 200.94

(The following definition of Uniform Guidance is provided in place of the lengthy regulations. Uniform Guidance in its entirety can be found at www.ecfr.gov)

Uniform Guidance is a set of authoritative rules and regulations about federal grants from the Office of Management and Budget (OMB).The Uniform Guidance (2 CFR § 200) streamlines and consolidates government requirements for receiving and using federal awards so as to reduce administrative burden and improve outcomes. It was published in the Federal Register (79 Fed. Reg. 75871) on December 19, 2014, and became effective for new and continuation awards issued on or after December 26, 2014.

County Executive Office

Memorandum

RECEIVED
2022 MAY -5 AM 9:48
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

May 4, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.04 13:06:37 -07'00'

Subject: Exception to Rule 21

S54F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 10, 2022, Board Hearing.

Agency: Sheriff-Coroner
Subject: Trustees of the California State University Agreement for Cal State Fullerton
Districts: All Districts

Reason Item is Supplemental: Sheriff's Law Enforcement Unit received a last minute request for a service contract from Cal State Fullerton.

Justification: Approval of the execution of the Agreement with Trustees of the California State University Agreement will allow the Sheriff-Coroner Department to provide law enforcement services at California State University, Fullerton to maintain the safety and welfare of students and guests attending commencement ceremonies.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S54F
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAY -5 AM 9:48
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	05/10/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	4
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Andrew Stephens (714) 647-1833 Mike Peters (714) 647-1854

SUBJECT: Trustees of the California State University Agreement for Cal State Fullerton

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.04 13:06:13 -07'00'	Approved Agreement as to Form	Discussion
CEO Signature	*Action*	3 Votes Board Majority
	County Counsel Signature	

Budgeted: Yes **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: $30,000

Funding Source: Other: 100% (California State University Fullerton) **County Audit in last 3 years** No

Prior Board Action: 3/24/2020 #19, 5/7/2019 #S29C

RECOMMENDED ACTION(S)

1. Approve and authorize execution of the Agreement with Trustees of the California State University for California State University, Fullerton for law enforcement services, for the term May 23, 2022 through May 26, 2022, in the not to exceed amount of $30,000.

2. Authorize the Sheriff-Coroner or designee to execute future agreements with Trustees of the California State University Agreement for California State University, Fullerton that contain identical terms and conditions except for price and term of service, in order to update annual overtime rates charged by the County to reflect the County's actual costs to provide supplemental law enforcement services.

SUMMARY:

Approval of the execution of the Agreement with Trustees of the California State University Agreement will allow the Sheriff-Coroner Department to provide law enforcement services at California State

University, Fullerton to maintain the safety and welfare of students and guests attending commencement ceremonies.

BACKGROUND INFORMATION:

California State University Fullerton (CSUF) requests law enforcement services from the Sheriff-Coroner Department (Sheriff) be provided for the 2020 commencement ceremonies to be held at CSUF. The Board of Supervisors (Board) approved a similar request on May 7, 2019, for the term of May 17, 2019 through May 19, 2019, in the not to exceed amount of $14,598.

On March 24, 2020 the Board approved Agreement with Trustees of the California State University Agreement for CSUF for the provision of law enforcement services, for the term of May 18, 2020 through May 21, 2020, in the not to exceed amount of $30,000

Sheriff requests Board approval to execute the Agreement with Trustees of the California State University Agreement for CSUF for the provision of law enforcement services, for the term of May 23, 2022 through May 26, 2022, in the not to exceed amount of $30,000, as noted in the Recommended Action. Sheriff will evaluate staffing to ensure that adequate resources are available for the County of Orange.

Trustees of the California State University, through CSUF, will reimburse the County for law enforcement services provided by Sheriff at full cost recovery rates, which include salaries, employee benefits and overhead costs to include services and supplies, divisional, departmental and Countywide Cost Allocation Plan costs. Sheriff's personnel and canines will be deployed to provide security at the commencement ceremonies.

The agreement includes a provision regarding audits, which states that the County agrees that CSUF, the Department of General Services, the Bureau of State Audits or their designated representative shall have the right to review and copy any records and supporting documentation pertaining to the performance of the proposed agreement if it exceeds $10,000, with reasonable notice to the County. Additionally, the County agrees to maintain such records for a possible audit for a minimum of three years after final payment, unless a longer period of retention is stipulated.

FINANCIAL IMPACT:

CSUF is responsible for 100 percent of the costs related to this Agreement. The appropriations and revenue for this Agreement are included in FY 2021-22 Budget for Budget Control 060, Sheriff-Coroner Budget.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Trustees of the California State University Agreement
Attachment B - Redline Version of Previous Agreement

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 10

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
21-LE-11051360-028		3

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
USDA, Forest Service, Law Enforcement & Investigations, 1323 Club Drive, Vallejo, CA 94592-1110	USDA, Forest Service, Cleveland National Forest, 10845 Rancho Bernardo Rd., Ste. 200, San Diego, CA 92127-2107
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Orange, County Of, 10 Civic Center Plz, Ste 107, Santa Ana, CA 92701-4017(Orange)	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☒	CHANGE IN FUNDING: Add FY'22 funding of $5,000.00.
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed): 21-LE-11051360-028 MOD 3 Patrol (Exhibit A) Annual Operating Plan containing Scope of Work and Financial Plan. Add FY'22 funding of $5,000.00.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: 21-LE-11051360-028 MOD 3 (Exhibit A) Annual Operating Plan containing Scope of Work and Financial Plan.

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
see attached signature (Signature of Signatory Official)		see attached signature (Signature of Signatory Official)	
11.E. NAME (type or print): DON BARNES		11.F. NAME (type or print): DON HOANG	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Special Agent in Charge	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:	12.B. DATE SIGNED
Darius Parks Digitally signed by Darius Parks Date: 2022.04.19 10:30:56 -07'00' DARIUS PARKS U.S. Forest Service Grants & Agreements Specialist	

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Deputy

Date: 4/20/22

Page 1 of 10

FS Agreement No. 20-LE-11051360-028

Modification No. 003

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
ORANGE, COUNTY OF
And the
USDA, FOREST SERVICE
CLEVELAND NATIONAL FOREST

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Orange acting through its Sheriff-Coroner hereinafter referred to as "Cooperator," and the USDA, Forest Service, Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE11051360-028 executed on Sept 23, 2020. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2021 and ending September 30, 2022.

Previous Year Carry-over: $0.00
Current 2022 Year Obligation: $5,000
FY 2022 Total Annual Operating Plan: $5,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Vollmer, Captain 20202 Windrow Lake Forest, CA 92630 Telephone: 949-206-6102 Fax: 949-206-6199 jvollmer@ocsheriff.gov	Dwight Tipping Law Enforcement Contract Manager 320 N. Flower St. Santa Ana, CA 92703 Telephone: 714-834-6217 FAX: 714-834-6697 dtipping@ocsheriff.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2974 FAX: 858-673-6188 anthony.rose@usda.gov	Ben Barlahan, Program Support Assistant 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2926 FAX: 858-673-6188 benigno.barlahan@usda.gov
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service Grants & Agreements Contact**
Don Hoang, Special Agent in Charge Address: 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8647 FAX: 707-562-9031 Email: don.hoang@usda.gov	Darius Parks, Grants & Agreement Specialist Address: 1323 Club Drive Vallejo, CA 94592 Email: darius.parks@usda.gov

Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise: See **Attachment A.**

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads: Black Star, Main Divide, Maple Springs, Harding, Trabuco Canyon, Verdugo Canyon, and Long Canyon.

2. Patrol in the following campgrounds, developed sites, or dispersed areas: Silverado, Lower San Juan Picnic Area, San Juan Hot Springs, Blue Jay Campground, and Falcon Campground.

Total reimbursement for this category shall not exceed the amount of: $5000.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).
Total reimbursement for this category shall not exceed the amount of: (10% of the total)

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

(If purchase is determined necessary, document the need for such a determination and make the documentation part of the Cooperative Law Enforcement Agreements' official file)

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative).

The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed.
Total reimbursement for this category shall not exceed the amount of: (10% of the total)

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

   1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

C. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the

Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

1. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information:

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Orange as being current and proper. These statements must be accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 20-LE-11051360-028.

A. Mail or email copies of itemized billing statements to:

Anthony Rose, Patrol Captain
USFS Law Enforcement
10845 Rancho Bernardo Rd. Ste. 200
San Diego, CA 92127
Email: anthonyrose@usda.gov

and CC: benigno.barlahan@usda.gov

Send hard copy invoices to:

US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109
Or fax to: 877-687-4984
Or e-mail scanned invoice to: sm.fs.asc_ga@usda.gov

Final billings for reimbursement must be received by the Forest Service before **October 30, 2022** in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

A. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$5000	
Training		10
Equipment		10
Special Enforcement Situations		
Total	**$5000**	

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next FY2022 year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

DON BARNES Date
Sheriff County of Orange

DON HOANG Date
Special Agent in Charge, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

Darius Parks Digitally signed by Darius Parks Date: 2022.04.19 10:31:43 -07'00'

DARIUS PARKS Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Deputy

Date: 4/28/22

FS Agreement No.	20-LE11051360-028
Modification No	MOD 3
Cooperator Tax ID No.	95-60009278 B
Cooperator DUNS No.	111950874
Cooperator Agreement No.	

ATTACHMENT A
Effective: October 1, 2021 - September 30, 2022

Hourly Rates/Patrol and Drug Enforcement Services

Land/Patrol	**Regular**	**Overtime**
Sergeant:	$ 206.30	$ 136.20
Investigator:	$ 184.52	$ 120.46
Deputy Sheriff II:	$ 171.89	$ 110.40

Air:		
Pilot plus 1 Observer	$ 434.95	
Deputy Sheriff II each:		$ 217.48

(Note: Rates include salary, benefits and overhead)

EQUIPMENT RATES:

Description	**Vehicle Class**	**Per Mile**
Black & White patrol vehicles	A	$ 1.70
Undercover/un-marked vehicles	B	$ 0.80
Full Size Sedans	BB	$ 1.13
Passenger Vans	C	$ 1.25
Compact sedans - cars	E	$ 1.22
Full size pick-up trucks	F	$ 2.48
Full size and mini cargo vans	G	$ 1.97
4X4	H	$ 1.56
Two-wheel drive compact pick-up trucks	I	$ 2.51
Black & White SUV	J	$ 2.26
Buses	M3	$ 13.80
		Per Hour
Air Support Equipment	Helicopter	$ 758.26

Source: South Operations FY 2021-22 rates

Page 8 of 10

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number: Attachment A
20-LE11051360-_028_ Mod 3

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Orange County Sheriff Coroner	Cleveland National Forest

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	02	CA	59		2022

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	8. Search and Rescue Missions No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
PART I - FBI UNIFORM CRIME REPORTING			
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
PART II - FBI UNIFORM CRIME REPORTING			
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
PART III - COOPERATOR ASSISTS			
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Law Enforcement Billing Summary
Patrol Enforcement

	Agreement #: 20-LE-11051360-028_ Mod 3

USDA Forest Service, Cleveland NF	County: Orange County

Law Enforcement Billing Summary	Month:	Year: 2022

Check appropriate block: ___X___Coop Patrol _X____Controlled Substance Ops

A. Total Labor Hours:	
B. Rate per Hour:	$
C. Total Salary Reimbursement: (subtotal 1)	$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.) 1. _____ 2. _____ 3. _____ 4. _____	 $_____ $_____ $_____ $_____
E. Total of D1 - D4 (subtotal 2)	$
F. Total Expenditures:	$
G. Total Invoice Reimbursement per Op Plan:	$

Certification Statement

County Sheriff		USFS – Captain	
I certify this billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	US Forest Service	Date

Page 10 of 10

FS Agreement No. 20-LE-11051360-028
Cooperator Agreement No. ~~MOD 02 003~~

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF ORANGE SHERIFF-CORONER
And the
USDA, FOREST SERVICE
CLEVELAND NATIONAL FOREST

2022~~1~~ ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Orange acting through its Sheriff-Coroner, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-028 executed on **September 23, 2020**. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2021~~0~~ and ending **September 30, 2022~~1~~.**

Previous Year Carry-over: $~~5,000~~0.00
Current 2022~~1~~ Year Obligation: $5,000
FY2022~~1~~ Total Annual Operating Plan: $5,000~~.00~~

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
~~Anthony Benfield~~Joe Vollmer, Captain~~Lieutenant~~ 20202 Windrow Lake Forest, CA 92630 Telephone: 949-206-6102 Fax: 949-206-6199 jvollmer~~abenfield~~@ocsheriff~~sd~~.gov~~org~~	Dwight Tipping Law Enforcement Contract Manager 320 N. Flower St. Santa Ana, CA 92703 Telephone: 714-834-6217 FAX: 714-834-6697 dtipping@ocsheriff.gov~~sd.org~~

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2974 FAX: 858-673-6188 anthony.rose@usda.gov	Ben Barlahan, Program Support Assistant 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2926 FAX: 858-673-6188 benigno.barlahan@usda.gov
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service ~~Administrative~~ Grants & Agreements Contact**
~~Chad Krogstad, Patrol Commander~~ Don Hoang, Special Agent in Charge Address: 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9125 FAX: 707-562-9031 ~~Chad.krogstad@usda.gov~~don.hoang@usda.gov	~~Cynthia Maldonado, Admin. Assistant~~ Darius Parks, Grants & Agreement Specialist ~~444 East Bonita Ave.~~ Address: 1323 Club Drive ~~San Dimas, CA 91773~~ , Vallejo, CA 94592 Email: Darius.parks@usda.gov ~~Telephone: 909-929-7064~~' ~~FAX: 909-592-1404~~ ~~cynthia.maldonado@usda.gov~~

~~B.~~ Reimbursement for all types of enforcement activities shall be at the following rates included in **Attachment A**.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- 1.Patrol on the following Forest Service roads: Black Star, Main Divide, Maple Springs, Harding, Trabuco Canyon, Verdugo Canyon, and Long Canyon.

- 2.Patrol in the following campgrounds, developed sites, or dispersed areas: Silverado, Lower San Juan Picnic Area, San Juan Hot Springs, Blue Jay Campground, and Falcon Campground.

~~B. The Forest Service Patrol Captain will determine designated patrol activities and locations for the rural areas of the Cleveland National Forest. No patrol activity will be performed related to this agreement unless specifically requested by the Forest Service Patrol Captain or his designee. Deputies may be paired with Forest Service~~

~~Law Enforcement Officers or another deputy. They shall be assigned to operate in the **Cleveland National Forest**, as mutually agreed, providing vehicular patrols and other law enforcement and emergency services and support to other Forest Service Officers.~~

~~Each shift shall include briefing time, vehicle preparation time, mealtime, and completion of required paperwork.~~

~~C. Scheduling requests for deputies shall be at least seven (7) days in advance of the assignment date. The Forest Service shall make the request through the Operations Office of the North and/or South Operations, attention: Division Commander. The Forest Service shall specify dates of assignment, shift duration, reporting location and personnel contact.~~

Total reimbursement for this category shall not exceed the amount of: $5,000.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).

Total reimbursement for this category shall not exceed the amount of: (10% of the total)

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

(If purchase is determined necessary, document the need for such a determination and make the documentation part of the Cooperative Law Enforcement Agreements' official file)

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative).
The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed.

Total reimbursement for this category shall not exceed the amount of: (10% of the total)

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

~~2.~~ C. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

~~3.~~ 1. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie

these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Orange as being current and proper. These statements must be accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement ***20-LE-11051360-028.***

A. Mail copies of itemized billing statements to:

Anthony Rose, Patrol Captain
USFS Law Enforcement
10845 Rancho Bernardo Rd. Ste. 200
San Diego, CA 92127
Email: anthonyrose@usda.gov

and CC: benigno.barlahan@usda.gov

Send hard copy invoices to:

US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: 877-687-4984

Or e-mail scanned invoice to: sm.fs.asc_ga@usda.gov

Final billings for reimbursement must be received by the Forest Service before October 30, 2022~~1~~ in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

A. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$5,000,00	
Training		10
Equipment		10
Special Enforcement Situations		
Total	**$5,000.00**	

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next

FY2022~~1~~ fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

DON BARNES Date
Sheriff County of Orange

~~**SCOTT TANGENBERG,** Forest Supervisor~~ ~~Date~~
~~U.S. Forest Service, Cleveland National Forest~~

DON HOANG Date
Special Agent in Charge, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

~~ANGELA O. CABADA~~DARIUS PARKS Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

County Executive Office

Memorandum

May 4, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.04 13:05:50 -07'00'

RECEIVED
2022 MAY -5 AM 9:48
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Subject: Exception to Rule 21

S54G

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 10, 2022, Board Hearing.

Agency: Sheriff-Coroner
Subject: Retroactive Approval of U.S. Forest Service 2021-2022 Financial and Operating Plan
Districts: All Districts

Reason Item is Supplemental: Sheriff received modifications to the Financial and Operating Plan from the United States Department of Agriculture (USDA) Forest Service which took effect in 2021 as a last minute request. The 2022 National Budget was late in getting passed and the Federal Government was operating under a continuing resolution which caused the delay.

Justification: Retroactive Approval of the 2022 Law Enforcement Annual Operating and Financial Plan with the USDA Forest Service will allow the Sheriff-Coroner Department to provide patrol activities within the Cleveland National Forest.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item SS4G
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

RECEIVED
2022 MAY -5 AM 9:48
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

MEETING DATE:	05/10/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	3, 5
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Ross Caouette (714) 647-1839 Joe Vollmer (949) 206-6102

SUBJECT: Retroactive Approval of U.S. Forest Service 2021-2022 Financial and Operating Plan

CEO CONCUR	**COUNTY COUNSEL REVIEW**	**CLERK OF THE BOARD**
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.04 13:05:19 -07'00'	Approved Agreement as to Form	Discussion
CEO Signature	*Action*	3 Votes Board Majority
	County Counsel Signature	

Budgeted: Yes **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: $5,000

Funding Source: FED: 100% (U.S. Forest Service) **County Audit in last 3 years** No

Prior Board Action: 6/23/2020 # 8, 5/19/2015 #8, 4/29/2014 #9, 3/22/2011 #3

RECOMMENDED ACTION(S)

Retroactively approve and authorize execution of the 2021-2022 Financial and Operating Plan with the United States Forest Service, for the period October 1, 2021 through September 30, 2022.

SUMMARY:

Retroactive approval of the 2021-2022 Law Enforcement Annual Financial and Operating Plan with the United States Forest Service will allow the Sheriff-Coroner Department to provide patrol activities within the Cleveland National Forest.

BACKGROUND INFORMATION:

The Orange County Sheriff-Coroner Department (Sheriff) is responsible for law enforcement in the parts of the Cleveland National Forest that are within the boundaries of Orange County. The United States (U.S.) Forest Service is responsible for managing the Cleveland National Forest. Since 1977, the U.S. Forest

Service has contracted with Sheriff for certain services beyond the standard level of law enforcement services. In order for the County to be reimbursed for the cost of responding to requests for such services, the County and the U.S. Forest Service execute the following two documents:

1. Cooperative Law Enforcement Agreement - This document is a multi-year agreement that details the standard terms and conditions of the agreement.

2. Financial and Operating Plan – This document is a one-year plan that specifies the type of services that will be provided by Sheriff for that particular year and is incorporated into the Cooperative Law Enforcement Agreement as an exhibit. The services could include patrol beyond that which Sheriff would normally provide, as well as responses to special enforcement situations such as drug enforcement, fire emergencies and group gatherings. This plan can change from year to year depending upon the needs of the U.S. Forest Service and available funding.

The table below details the recent contract history with the U.S. Forest Service.

Board of Supervisors (Board) Approval Date	Contract Term	Contract Amount	Comments
3/22/11	10/1/10 - 9/30/15	$6,000	Approved five-year Cooperative Law Enforcement Agreement
4/29/14	10/1/10 - 9/30/15	$5,000	Approved 2014 Operating Agreement with two changes: 1) reduction from $6,000 to $5,000 per year, and 2) final billing for reimbursement to be submitted to the U.S. Forest Service on or before October 30, 2014
5/19/15	10/1/15 - 9/30/20	$5,000	Approved 2014 Operating Agreement with the following changes: 1) Term begins upon signing and is effective for five years, through December 31, 2020; "Operating Plan" is now referred to as "Annual Operating Plan;" 3) A clause regarding "Minimum Wage Requirement" was added, replacing the prior Federal Wage Provision; 4) the Annual Operating Plan continued to be negotiated on fiscal year basis. New text stated that "At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Services." In prior years, agreement funds were only addressed upon expiration of the Cooperative

			Law Enforcement Agreement, with funds not spent being automatically deobligated; and 5) New language was added to identify federal anti-texting law and encouraging the adoption of law or similar policy, but not requiring it.
6/23/20	10/1/20 - 9/30/25	$5,000	Approved five-year Cooperative Law Enforcement Agreement

The Board delegated the authority to the Sheriff to execute each year's Financial and Operating Plan Agreement so long as the Plan Agreement does not contain material changes. The proposed 2021-2022 Cooperative Law Enforcement Annual Financial and Operating Plan Agreement contains changes, some of which are material, as noted below:

1. The Cooperator – Section I (Subsection A) modified: Information for Cooperator Program Contact, Cooperator Administrative Contact, U.S. Forest Service Program Coordinator Contact, and U.S. Forest Service Contact

2. It is Mutually Understood and Agreed upon by and between the parties – Section II

   * Subsection B and C language was deleted

3. It is Mutually Understood and Agreed upon by and between the parties – Section V.

   * Subsection B. 2, and B. 3, are now renumbered as C. and C. 1.

4. Billing Frequency – Section VI (Subsection A) added: email addresses, changed October 30, 2021 to October 30, 2022

Sheriff requests that the Board retroactively approve the 2021-2022 Financial and Operating Plan with the U.S. Forest Service as referenced in the Recommended Action. The U.S. Forest Service did not return the signed agreement in time for this not to be a retroactive agreement. The Federal Budget was not approved in time and the Federal Government was operating under a continuing resolution.

FINANCIAL IMPACT:

Revenue for this contract is included in the Sheriff-Coroner Department's FY 2021-22 Budget for Budget Control 060 and will be included in the budgeting process for future years. The U.S. Forest Service provides reimbursement of up to $5,000 per year for services provided by the Sheriff-Coroner Department.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - 2021-2022 Financial and Operating Plan
Attachment B - Redline of Previous Financial and Operating Plan

USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 10

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
21-LE-11051360-028		3

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
USDA, Forest Service, Law Enforcement & Investigations, 1323 Club Drive, Vallejo, CA 94592-1110	USDA, Forest Service, Cleveland National Forest, 10845 Rancho Bernardo Rd., Ste. 200, San Diego, CA 92127-2107
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Orange, County Of, 10 Civic Center Plz, Ste 107, Santa Ana, CA 92701-4017(Orange)	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☐	CHANGE IN PERFORMANCE PERIOD:
☒	CHANGE IN FUNDING: Add FY'22 funding of $5,000.00.
☐	ADMINISTRATIVE CHANGES:
☐	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed): 21-LE-11051360-028 MOD 3 Patrol (Exhibit A) Annual Operating Plan containing Scope of Work and Financial Plan. Add FY'22 funding of $5,000.00.

10. ATTACHED DOCUMENTATION (Check all that apply):

☐	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: 21-LE-11051360-028 MOD 3 (Exhibit A) Annual Operating Plan containing Scope of Work and Financial Plan.

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
see attached signature (Signature of Signatory Official)		see attached signature (Signature of Signatory Official)	
11.E. NAME (type or print): DON BARNES		11.F. NAME (type or print): DON HOANG	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Special Agent in Charge	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:	12.B. DATE SIGNED
Darius Parks Digitally signed by Darius Parks Date: 2022.04.19 10:30:56 -07'00' DARIUS PARKS U.S. Forest Service Grants & Agreements Specialist	

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Deputy

Date: 4/20/22

Page 1 of 10

FS Agreement No. 20-LE-11051360-028

Modification No. 003

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
ORANGE, COUNTY OF
And the
USDA, FOREST SERVICE
CLEVELAND NATIONAL FOREST

2022 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Orange acting through its Sheriff-Coroner hereinafter referred to as "Cooperator," and the USDA, Forest Service, Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE11051360-028 executed on Sept 23, 2020. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2021 and ending September 30, 2022.

Previous Year Carry-over: $0.00
Current 2022 Year Obligation: $5,000
FY 2022 Total Annual Operating Plan: $5,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Vollmer, Captain 20202 Windrow Lake Forest, CA 92630 Telephone: 949-206-6102 Fax: 949-206-6199 jvollmer@ocsheriff.gov	Dwight Tipping Law Enforcement Contract Manager 320 N. Flower St. Santa Ana, CA 92703 Telephone: 714-834-6217 FAX: 714-834-6697 dtipping@ocsheriff.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2974 FAX: 858-673-6188 anthony.rose@usda.gov	Ben Barlahan, Program Support Assistant 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2926 FAX: 858-673-6188 benigno.barlahan@usda.gov
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service Grants & Agreements Contact**
Don Hoang, Special Agent in Charge Address: 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8647 FAX: 707-562-9031 Email: don.hoang@usda.gov	Darius Parks, Grants & Agreement Specialist Address: 1323 Club Drive Vallejo, CA 94592 Email: darius.parks@usda.gov

Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise: See **Attachment A.**

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads: Black Star, Main Divide, Maple Springs, Harding, Trabuco Canyon, Verdugo Canyon, and Long Canyon.

2. Patrol in the following campgrounds, developed sites, or dispersed areas: Silverado, Lower San Juan Picnic Area, San Juan Hot Springs, Blue Jay Campground, and Falcon Campground.

Total reimbursement for this category shall not exceed the amount of: $5000.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).
Total reimbursement for this category shall not exceed the amount of: (10% of the total)

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

(If purchase is determined necessary, document the need for such a determination and make the documentation part of the Cooperative Law Enforcement Agreements' official file)

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative).

The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed.
Total reimbursement for this category shall not exceed the amount of: (10% of the total)

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

   1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

C. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the

Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

1. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information:

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Orange as being current and proper. These statements must be accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement 20-LE-11051360-028.

A. Mail or email copies of itemized billing statements to:

Anthony Rose, Patrol Captain
USFS Law Enforcement
10845 Rancho Bernardo Rd. Ste. 200
San Diego, CA 92127
Email: anthonyrose@usda.gov

and CC: benigno.barlahan@usda.gov

Send hard copy invoices to:

US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109
Or fax to: 877-687-4984
Or e-mail scanned invoice to: sm.fs.asc_ga@usda.gov

Final billings for reimbursement must be received by the Forest Service before **October 30, 2022** in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

A. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$5000	
Training		10
Equipment		10
Special Enforcement Situations		
Total	**$5000**	

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next FY2022 year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

DON BARNES Date
Sheriff County of Orange

DON HOANG Date
Special Agent in Charge, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

Darius Parks Digitally signed by Darius Parks Date: 2022.04.19 10:31:43 -07'00'

DARIUS PARKS Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Deputy

Date: 4/28/22

FS Agreement No.	20-LE11051360-028
Modification No	MOD 3
Cooperator Tax ID No.	95-60009278 B
Cooperator DUNS No.	111950874
Cooperator Agreement No.	

ATTACHMENT A
Effective: October 1, 2021 - September 30, 2022

Hourly Rates/Patrol and Drug Enforcement Services

Land/Patrol	**Regular**	**Overtime**
Sergeant:	$ 206.30	$ 136.20
Investigator:	$ 184.52	$ 120.46
Deputy Sheriff II:	$ 171.89	$ 110.40

Air:		
Pilot plus 1 Observer	$ 434.95	
Deputy Sheriff II each:		$ 217.48

(Note: Rates include salary, benefits and overhead)

EQUIPMENT RATES:

Description	**Vehicle Class**	**Per Mile**
Black & White patrol vehicles	A	$ 1.70
Undercover/un-marked vehicles	B	$ 0.80
Full Size Sedans	BB	$ 1.13
Passenger Vans	C	$ 1.25
Compact sedans - cars	E	$ 1.22
Full size pick-up trucks	F	$ 2.48
Full size and mini cargo vans	G	$ 1.97
4X4	H	$ 1.56
Two-wheel drive compact pick-up trucks	I	$ 2.51
Black & White SUV	J	$ 2.26
Buses	M3	$ 13.80
		Per Hour
Air Support Equipment	Helicopter	$ 758.26

Source: South Operations FY 2021-22 rates

Page 8 of 10

USDA Forest Service

LAW ENFORCEMENT ACTIVITY REPORT

(Ref. FSM 5300)

Agreement Number: Attachment A
20-LE11051360-_028_ Mod 3

Initial ☐ **Follow Up** ☐

1. Cooperator (Department Name):	2. National Forest:
Orange County Sheriff Coroner	Cleveland National Forest

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region	Forest	State	County	Month	Year
		05	02	CA	59		2022

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	8. Search and Rescue Missions No. (23-24)	9. Property Stolen (25-30) Dollars

10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)

12. Record (1)	13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
PART I - FBI UNIFORM CRIME REPORTING			
01	Criminal Homicide		
02	Forcible Rape		
03	Robbery		
04	Aggravated Assault		
05	Burglary - Breaking or Entering		
06	Larceny - Theft (Except Motor Vehicle)		
07	Motor Vehicle - Theft		
08	Arson		
PART II - FBI UNIFORM CRIME REPORTING			
09	Other Assaults (simple)		
10	Stolen Property by Buying, Receiving, Possessing		
11	Vandalism		
12	Weapons - Carry, Possessing		
13	Narcotic Drug Law		
14	Driving Under the Influence		
15	Liquor Laws		
16	Drunkenness		
17	Disorderly Conduct		
18	All Other Offenses		
PART III - COOPERATOR ASSISTS			
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

NOTE: This document is for OFFICIAL USE ONLY. It and its contents are not to be distributed outside your agency, nor duplicated, without prior approval of the USDA, Forest Service, Law Enforcement and Investigations.

Law Enforcement Billing Summary
Patrol Enforcement

	Agreement #: 20-LE-11051360-028_ Mod 3

USDA Forest Service, Cleveland NF	County: Orange County

Law Enforcement Billing Summary	Month:	Year: 2022

Check appropriate block: ___X___Coop Patrol _X____Controlled Substance Ops

A. Total Labor Hours:	
B. Rate per Hour:	$
C. Total Salary Reimbursement: (subtotal 1)	$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.) 1. _____ 2. _____ 3. _____ 4. _____	 $_____ $_____ $_____ $_____
E. Total of D1 - D4 (subtotal 2)	$
F. Total Expenditures:	$
G. Total Invoice Reimbursement per Op Plan:	$

Certification Statement

County Sheriff		USFS – Captain	
I certify this billing/invoice is accurate and complete.		I certify services have been received as stated.	
Sheriff	Date	US Forest Service	Date

Page 10 of 10

FS Agreement No. 20-LE-11051360-028
Cooperator Agreement No. ~~MOD 02 003~~

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN
Between The
COUNTY OF ORANGE SHERIFF-CORONER
And the
USDA, FOREST SERVICE
CLEVELAND NATIONAL FOREST

2022~~1~~ ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the County of Orange acting through its Sheriff-Coroner, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Cleveland National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #20-LE-11051360-028 executed on **September 23, 2020**. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2021~~0~~ and ending **September 30, 2022~~1~~.**

Previous Year Carry-over: $~~5,000~~0.00
Current 2022~~1~~ Year Obligation: $5,000
FY2022~~1~~ Total Annual Operating Plan: $5,000~~.00~~

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
~~Anthony Benfield~~Joe Vollmer, Captain~~Lieutenant~~ 20202 Windrow Lake Forest, CA 92630 Telephone: 949-206-6102 Fax: 949-206-6199 jvollmer~~abenfield~~@ocsheriff~~sd~~.gov~~org~~	Dwight Tipping Law Enforcement Contract Manager 320 N. Flower St. Santa Ana, CA 92703 Telephone: 714-834-6217 FAX: 714-834-6697 dtipping@ocsheriff.gov~~sd.org~~

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Anthony Rose, Patrol Captain 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2974 FAX: 858-673-6188 anthony.rose@usda.gov	Ben Barlahan, Program Support Assistant 10845 Rancho Bernardo Rd., Ste. 200 San Diego, CA 92127 Telephone: 858-674-2926 FAX: 858-673-6188 benigno.barlahan@usda.gov
U.S. Forest Service Program Coordinator Contact	**U.S. Forest Service ~~Administrative~~ Grants & Agreements Contact**
~~Chad Krogstad, Patrol Commander~~ Don Hoang, Special Agent in Charge Address: 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-9125 FAX: 707-562-9031 ~~Chad.krogstad@usda.gov~~don.hoang@usda.gov	~~Cynthia Maldonado, Admin. Assistant~~ Darius Parks, Grants & Agreement Specialist ~~444 East Bonita Ave.~~ Address: 1323 Club Drive ~~San Dimas, CA 91773~~ , Vallejo, CA 94592 Email: Darius.parks@usda.gov ~~Telephone: 909-929-7064~~' ~~FAX: 909-592-1404~~ ~~cynthia.maldonado@usda.gov~~

~~B.~~ Reimbursement for all types of enforcement activities shall be at the following rates included in **Attachment A**.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

- 1.Patrol on the following Forest Service roads: Black Star, Main Divide, Maple Springs, Harding, Trabuco Canyon, Verdugo Canyon, and Long Canyon.

- 2.Patrol in the following campgrounds, developed sites, or dispersed areas: Silverado, Lower San Juan Picnic Area, San Juan Hot Springs, Blue Jay Campground, and Falcon Campground.

~~B. The Forest Service Patrol Captain will determine designated patrol activities and locations for the rural areas of the Cleveland National Forest. No patrol activity will be performed related to this agreement unless specifically requested by the Forest Service Patrol Captain or his designee. Deputies may be paired with Forest Service~~

~~Law Enforcement Officers or another deputy. They shall be assigned to operate in the **Cleveland National Forest**, as mutually agreed, providing vehicular patrols and other law enforcement and emergency services and support to other Forest Service Officers.~~

~~Each shift shall include briefing time, vehicle preparation time, mealtime, and completion of required paperwork.~~

~~C. Scheduling requests for deputies shall be at least seven (7) days in advance of the assignment date. The Forest Service shall make the request through the Operations Office of the North and/or South Operations, attention: Division Commander. The Forest Service shall specify dates of assignment, shift duration, reporting location and personnel contact.~~

Total reimbursement for this category shall not exceed the amount of: $5,000.00

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement and shall be approved by the Forest Service (Designated Representative or Alternate Representative).

Total reimbursement for this category shall not exceed the amount of: (10% of the total)

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

(If purchase is determined necessary, document the need for such a determination and make the documentation part of the Cooperative Law Enforcement Agreements' official file)

Total reimbursement for this category shall not exceed the amount of: 10% of the total Agreement, or by authorization of the Forest Service (Designated Representative or Alternate Representative) if greater expenditures are necessary. All expenditures in this category shall be approved by the Forest Service (Designated Representative or Alternate Representative).
The estimated useful life of the equipment under the law enforcement agreement provisions IV-J and IV-D (5) shall be provided at the time the documents are filed.

Total reimbursement for this category shall not exceed the amount of: (10% of the total)

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

~~2.~~ C. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

~~3.~~ 1. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

The Cooperator will furnish the Forest Service with itemized monthly statements for expenditures. The statement shall be in sufficient detail to allow the Forest Service to tie

these expenditures back to reimbursable expenses and the rate schedule and shall be certified by the County of Orange as being current and proper. These statements must be accompanied by a Law Enforcement Activity Report, form FS-5300-5, filled out as required by Provision 11-G of the Cooperative Law Enforcement Agreement ***20-LE-11051360-028.***

A. Mail copies of itemized billing statements to:

Anthony Rose, Patrol Captain
USFS Law Enforcement
10845 Rancho Bernardo Rd. Ste. 200
San Diego, CA 92127
Email: anthonyrose@usda.gov

and CC: benigno.barlahan@usda.gov

Send hard copy invoices to:

US Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101 B Sun Ave NE
Albuquerque, NM 87109

Or fax to: 877-687-4984

Or e-mail scanned invoice to: sm.fs.asc_ga@usda.gov

Final billings for reimbursement must be received by the Forest Service before October 30, 2022~~1~~ in order to receive payment. Please see agreement provision IV-V regarding use of funding in succeeding years.

A. Annually update the registration of the County Sheriff's DUNS# on the System for Award Management (SAM) website at www.sam.gov for the verification of the EFT (Electronic Funds Transfer) banking information.

B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$5,000,00	
Training		10
Equipment		10
Special Enforcement Situations		
Total	**$5,000.00**	

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next

FY2022~~1~~ fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*

D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

DON BARNES Date
Sheriff County of Orange

~~**SCOTT TANGENBERG,** Forest Supervisor~~ ~~Date~~
~~U.S. Forest Service, Cleveland National Forest~~

DON HOANG Date
Special Agent in Charge, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

~~ANGELA O. CABADA~~DARIUS PARKS Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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County Executive Office

Memorandum

RECEIVED
2022 MAY -5 AM 9:19
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

May 4, 2022

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2022.05.04 13:04:55 -07'00'

Subject: Exception to Rule 21

S54H

The County Executive Office is requesting a Supplemental Agenda Staff Report for the May 10, 2022, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve recommendation for award of Inmate Communication Services Contract

Districts: All Districts

Reason Item is Supplemental: The County Procurement Office has denied the protest appeal submitted by K&L Gates on behalf of Securus. The protest process has now ended. Sheriff can now proceed with taking the negotiated GTL contract and ASR for inmate communication services to the Board for approval.

Justification: The Orange County Jail System and Probation Department require communication services for their inmates and/or wards, and have historically contracted out for these services. Inmates are legally entitled by Title 15, Section 1067 to receive communication services. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Doug Chaffee

Doug Chaffee, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S54H
Clerk's Use Only

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	05/10/2022
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	All Districts
SUBMITTING AGENCY/DEPARTMENT:	Sheriff-Coroner (Pending)
DEPARTMENT HEAD REVIEW:	*Department Head Signature*
DEPARTMENT CONTACT PERSON(S):	Jeffrey Puckett (714) 647-1839 Brian Wayt (714) 647-1803

RECEIVED
2022 MAY -5 AM 9:19
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

SUBJECT: Approve Recommendation to Award Inmate Communication Services Contract

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.04 13:04:28 -07'00'	Approved as to form.	Discussion
CEO Signature	*Action* Wendy J. Phillips for Liz Pejeau *County Counsel Signature*	3 Votes Board Majority

Budgeted: Yes **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** No

Current Fiscal Year Revenue: $98,235

Funding Source: Other: 100% (Revenue) **County Audit in last 3 years** No

Prior Board Action: 11/2/2021 #S22G, 3/24/2020 #17, 11/6/2018 #S9E, 10/17/2017 #23

RECOMMENDED ACTION(S)

1. Approve recommendation to award contract for the provision of Inmate Communication Services to Global Tel*Link Corporation dba ViaPath Technologies for a total annual minimum revenue share and administration fee payment of $1,600,000.

2. Authorize County Procurement Officer or Deputized designee to execute Contract with Global Tel*Link Corporation dba ViaPath Technologies for the provision of inmate Communication Services, for the term of May 25, 2022 through May 24, 2025, for a monthly minimum revenue share of $83,333 and a monthly administration fee payment of $50,000, for a cumulative contract total anticipated revenue amount of $3,000,000 and a cumulative contract total administration fee payment of $1,800,000, renewable for seven additional one-year terms.

SUMMARY:

Approval of the revenue contract with Global Tel*Link Corporation dba ViaPath Technologies will allow the Sheriff-Coroner Department to continue to provide telephone services and communication services for County inmates and Probation Wards, and to generate revenue for the Inmate Welfare Fund.

BACKGROUND INFORMATION:

The Orange County Jail System and Probation Department require communication services for their inmates and/or wards, and have historically contracted out for these services. Inmates are legally entitled by Title 15, Section 1067 (See Attachment C) to receive communication services. This contract has historically been a revenue-generating contract for the Inmate and Ward Welfare Funds.

The following table details the recent revenue contract history with the current service provider, Global Tel*Link Corporation dba ViaPath Corporation, for the provision of Inmate Communication Services.

Board of Supervisors (Board) Approved	Amendment Number or Contract	Contract Term	Contract Amount	Comments
8/16/14	13	9/3/14 - 3/2/15	$1.3 million	Extended contract Z1000000063 for extra time to evaluate proposals
n/a	n/a	n/a	$0	Sheriff provided an update to the Board on 10/8/14 via Memorandum to the Board regarding the procurement process, as the current stage of the procurement process was confidential
11/25/14	Contract	11/25/14 - 11/24/17	$4,350,000	New contract, effective upon Board approval for three years, with the option to renew for seven additional one-year terms
10/17/17	1	11/25/17 - 11/24/18	$3,168,000	Renewed contract, with retroactive reduction in rates charged to align with Federal Communications Commission (FCC) Order. Contract included an option to renew for six additional one-year terms and a monthly administration fee of $22,000 to the County.
11/6/18	2	11/25/18 - 5/24/19	$1,584,000	Renewed contract for an abbreviated term as it was discovered that some inmate calls were inappropriately recorded. The renewal ensured that mandated services were provided while situation was assessed and plan of action was developed. Board

				authorized renewal of the contract for up to one year in order to develop a new Request for Proposals (RFP) to incorporate new technology and issued a directive to present the new RFP to the Board for approval prior to its release.
n/a	3	5/25/19 - 11/24/19	$1,584,000	Renewed contract for a six-month period in order to develop RFP.
n/a	4	11/25/19 - 5/25/20	$1,584,000	Renewed contract for a six-month period in order to continue to develop RFP.
3/24/20	5	5/25/20 - 5/24/21	$3,168,000	Extended contract for a one-year period to allow time to complete the RFP process.
3/23/21	6	5/25/21 - 5/24/22	$3,168,000	Extended contract for a one-year period to allow time to complete the RFP process as a result of delays due to the COVID pandemic.
11/2/21	7	5/25/21 - 5/24/22	$720,000	Retroactive approval of Amendment Number Seven to modify the contract in response to FCC and California Public Utilities Commission (CPUC) rate and fee caps to reflect new phone rates and fees for incarcerated individuals and reduced revenue.

The RFP, developed in consultation with Praeses LLC, included inmate telephone services and new technologies such as the use of tablets, inmate visitation phones and kiosks. One of the key objectives of the Inmate Telephone Services (ITS) is to enable inmates to communicate more easily with family, friends and others in the community while also limiting the use of the ITS, Video Visitation Solution (VVS), and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Three proposals were received on August 25, 2020 in response to the RFP. The initial evaluation panel meeting was held on October 27, 2020, in which proposals were distributed to the evaluation panel members. The evaluation panel meeting was held on December 22, 2020 to evaluate oral presentations and demonstrations. The subsequent panel meeting to score proposals was held on April 14, 2021 and the Memorandum of Recommendation was signed by all five evaluation panel members. Negotiations with the highest ranked vendor began. On July 28, 2021, the California Public Utilities Commission (CPUC) as well as the Federal Communications Commission's (FCC) adopted its final ruling regarding rates and fees for interstate inmate calling services. On August 26, 2021, the County requested Best and Final Offers (BAFO) from all proposers who submitted a proposal in response to the RFP. The proposers were allowed to only adjust the revenue/cost portion of their proposal impacted by the CPUC fee changes. The BAFOs were

received and scored by the evaluation panel chairperson. Negotiations with the highest ranked vendor began on November 2, 2021. The RFP was evaluated based on the criteria noted in the table below. The Orange County Preference Policy (OCPP) was applicable and incorporated into this solicitation, although no OCPP qualified proposals were submitted.

Criteria	Percentage
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology	25%
Financial Transparency: Offeror Information, Validation, Available Options, End-User Payment Options, References	10%
Service: Disaster Recovery, Offeror Personnel, County Service Maintenance	15%
Overall Compliance/Exceptions: RFP and Contract Terms	5%
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal	25%
Technology Presentation: County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.	20%
Total:	100%

The proposal submitted by Global Tel*Link Corporation dba ViaPath Technologies scored the highest. Proponent scores are detailed in the table below.

Proponent Name	Score
Global Tel Link	70.7
ICSolutions	65.3
Securus	67.4

The Sheriff-Coroner Department (Sheriff) now requests Board approval to award a contract for Inmate Communication Services, including telephone service, tablets, inmate visitation phones, and kiosks. The proposed contract provides for a monthly minimum revenue share of $83,333 and a monthly administration fee payment of $50,000, for a cumulative total anticipated revenue amount of $3 million and a cumulative contract total administration fee payment of $1.8 million for the initial three-year term of May 25, 2022 through May 24, 2025, with an option to renew for seven additional one-year terms. This contract is submitted for Board approval less than 30 days prior to the start of the contract due to having to address a timely protest of award. The Contractor's performance has been generally satisfactory and issues that previously arose have since been rectified. As a preventative measure, additional contract provisions, including vendor staff assignments, have been added to the contract. Moreover, upon the exercise of due diligence, it was discovered that, generally, inmate communication services vendors have a history of similar issues and other concerns. Thus, the contract was awarded to Globel Tel*Link Corporation dba ViaPath Technologies notwithstanding the prior issues. Sheriff has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

FINANCIAL IMPACT:

Revenue generated by the Inmate Telephone Services contract is deposited into the Inmate Welfare Fund, Fund 144. Revenue for this contract is included in the Sheriff-Coroner Department's FY 2021-22 Budget for Inmate Welfare Fund, Fund 144 and will be included in the budgeting process for future years. This contract contains language allowing the Sheriff-Coroner Department to terminate the contract or reduce the level of services with or without cause and without penalty.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Contract MA-060-21011490
Attachment B - Redline Version of Previous Amendment
Attachment C - Title 15
Attachment D – Rating Summary and Individual Score Sheets

Contract No. MA-060-21011490
Inmate Communication Services

This Contract, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and Global Tel*Link Corporation dba ViaPath Technologies, with a place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

ATTACHMENTS

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

Attachment A – Scope of Work
Attachment B – Rates and Fees
Attachment C – Revenue Share and Cost Recoupment
Attachment D – County Supplied Items and Assistance
Attachment E – Implementation Plan
Attachment F – Service Escalation Matrix
Attachment G – Tool Control Policy
Attachment H – Labor and Material Payment Bond/Performance Bond

RECITALS

WHEREAS Contractor responded to County's Request for Proposal ("RFP") for Inmate Communication Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS Contractor agrees to provide Inmate Communication Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

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

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter a Contract for Inmate Communication Services with the Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

[THE DEFINITIONS WILL BE FINALIZED BASED ON THE PROPOSAL RESPONSES RECEIVED IN PART 3, CONTRACTOR 'S PROPOSAL**]**

Application: A computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Applications are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

Average Daily Population (ADP): The daily population summed for the entire month and divided by the number of days in the period of measurement.

Blocked Call Numbers: Phone numbers that are blocked from being able to be called on either a system-wide basis or a case-by-case basis, as verified by the County. These numbers are programmable into the ITS by the Contractor or OCSD. Contractor shall not delete, add, or change any restricted number without approval of OCSD.

Call Detail Records (CDRs): A data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call or other telecommunications transaction that passes through that facility or device.

Collect Call: A telephone call in which the calling party wants to place a call at the called party's expense.

Contractor: The Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.

Data: Any information, algorithms, or other content that the County, the County's employees, agents and end users, review, receive, upload, create or modify using the Software and/or Hardware pursuant to this Contract, including but not limited to telephone call and visitation recordings and debit and commissary account information, whether originating, stored, or transmitted to or from local, state, or federal sources, including databases, Software, or systems. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Non-Public Data is information considered to be privileged or confidential in nature and not subject to public availability. Personal Data is personal information, as defined by Civil Code Section 1798.3.

Data Breach: Any access, destruction, loss, theft, use, or disclosure of Data by an authorized or unauthorized party that is in violation of applicable state or federal law.

Documentation or **Documents**: Manuals and other materials necessary or useful to the County in its use or maintenance of the Equipment, Hardware, Software, or services provided hereunder. Manuals and other materials customized for the County hereunder constitute Work Product, excluding Contractor's proprietary manuals and materials.

Dual-Tone Multifrequency (DTMF): A telecommunication signaling system using the voice-frequency band over telephone lines between telephone equipment and other communications devices and switching centers.

End-User Payment Options or **Electronic Trust Account Deposit User Application:** The process and system to be established by the Contractor so inmates may pay for Inmate Telephone System (ITS) and Tablet services through multiple funding methods. End-user payment options will include a process for payment with inmate funds, including transfer from their trust/commissary account, telephone funding (both live agent and automated), and online funding through Contractor 's website and mobile application.

Equipment: The necessary items, physical resources and implements used in providing the telecommunication services contained in this Contract, including but not limited to Hardware and Machines/Devices.

Hardware: Usually refers to equipment, machines, devices, parts, and other physical components of a computer, telephone, or other electronic systems, and is contrasted with Software.

Human Error: Any action or inaction on the part of a contractor's employee, agent, subcontractor, reseller, third party or affiliate that prevents the accomplishment of the Software, Hardware, or System's intended functions and the services specified in the Scope of Work.

Incident: An event or occurrence that prevents the accomplishment of the Software, Hardware, or System's intended functions per the Contract terms, including the services specified in the Scope of Work, and security incidents, data breaches, technical failures, or human error.

Inmate Telephone System (ITS): The total system for providing calling services to inmates, which includes equipment, hardware, software, telephones.

Inmate Communication Services (Services): All of the services to be provided by the Contractor including the ITS, installation, connectivity, streaming ability, maintenance, support services, storage, security, training, and all other services and items included in the Contract.

Interlata: Refers to a call that originates from one Local Access and Transport Area (LATA) and terminates within another.

Interstate: Refers to a call from one state to another state or U.S. territory.

Intralata: Refers to a call that both originates and terminates within the same LATA.

Intrastate: Refers to a call that both originates and terminates within the same state.

Jail Management System (JMS) - The software management system in use at the correctional facilities. The current County JMS is County designed, deployed, and maintained.

Local Access and Transport Area (LATA): A geographic market or region within which telephone calls are routed. LATAs are typically identified by numeric code.

Machine or **Device**: An individual unit of a System, which may be separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcodes, and special features installed thereon, and including any necessary Software.

Maintenance Services or **Maintenance** or **Support**: Assistance, repair, and/or modification of Software or Hardware after delivery to correct faults or errors, delete obsolete capabilities, and/or enhance or improve capabilities, performance or other attributes, as specified in the Scope of Work.

Payment Kiosks: Kiosks for the lobbies in County Facilities that shall, at a minimum, have the capability to load funds to an inmate's debit and commissary accounts and receive court fines/fees from the public.

Portable Document Format (PDF): A format used to display documents in an electronic form independent of the software, hardware or operating system they are viewed on.

Personal Identification Number (PIN): An inmate specific, unique numeric identification number used to complete telephone calls within the inmate telephone system (ITS).

Personal Allowable Number (PAN): A pre-determined maximum number of allowed/approved telephone numbers that an inmate is allowed to call.

Private Call Numbers: Phone numbers that have been specifically approved and identified by the County or the Court and when called cannot be audibly monitored.

Security Incident: The unauthorized access or misuse of the service by authorized users or third parties not under Contractor's control to Personal Data or Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Software: Refers to programs, routines, applications or other operating information used by a computer or electronic system, and is contrasted with Hardware.

Streaming Services: Movies, music, games and other activities and services where access for use is provided through the intranet for a fee paid by the inmate.

System: The complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

Tablets: A mobile computer with a touchscreen display that is service enabled to make telephone calls and provide free and fee-based services and access to content including books, movies, music and games.

Technical Failure: A malfunction in the Contractor-supplied Hardware or Software that prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the Hardware prevents the accomplishment of the Hardware's intended functions and services specified in the Scope of Work. A malfunction of the Software prevents the accomplishment of intended services even though the Hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the Hardware or Software.

Telecommunications Device for the Deaf (TDD): An electronic telecommunications device for text communication over a telephone line that is designed for use by persons with hearing or speech difficulties.

Telephones: The telephones used by inmates for calls, including wall mounted, roll around and TDD phones.

Unbillable Number: A phone number that Contractor has determined cannot receive collect calls because the accounts of the owner of the phone number are not in good standing for failure to pay. The call recipient and inmate shall be provided the opportunity to complete the call by a prepaid format, including through the inmate's debit account. If both the call recipient and inmate decline to continue the call in a prepaid format, the service provider may stop the call from continuing.

Users: Any County staff, inmate, or end user that would be using the technologies described herein.

Video Relay Services (VRS): A form of Telecommunications Relay Service that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment, rather than through typed text.

Video Visitation Solution (VVS): The system for providing either on-site or remote video visitation services to inmates, which includes equipment, hardware, software.

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance: Unless otherwise agreed to in writing by County, acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County.

G. Warranty: Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

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

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

to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

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

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

Coverage	Minimum Limits
Commercial General Liability Including Sexual Misconduct	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims-made

Technology Errors & Omissions	$1,000,000 per claims-made $1,000,000 aggregate

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insured's for its vicarious liability.

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

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

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

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

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

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause

of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants those services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Intentionally left blank.

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not

limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

CC. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

DD. Revenue Contract: This is a revenue contract. The County shall not be responsible for any payments to Contractor for the good/services provided to the County hereunder. Contractor payments to the County shall be made in accordance with Attachment C "Revenue Sharing and Cost Recoupment." Payments made to the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Additional Terms and Conditions:

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for seven (7) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a. Terminate the Contract immediately, pursuant to Section K herein;

    b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    c. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title 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; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – Contractor's Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.

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

    The Contractor's Project Manager and key personnel shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Project Manager.

    The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason

or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

12. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

13. Conditions Affecting Work: The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in the contract.

14. Data – Title To and Use: All materials, documents, data or information obtained from the County data files or any County medium furnished to or accessible by the Contractor in the performance of this contract ("County Data") will at all times remain the property of the County. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in all County Data.
    a. County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor shall not access County user accounts or County Data, except: (1) in the course of the provision of services/operations of the Mobile Fingerprint ID Solution systems, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) as required by law. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party unless the County gives prior express written consent and Contractor binds such third party to confidentiality and non-disclosure terms that are at least as protective of Contractor's and County's interests as the terms stated herein.
    b. Unauthorized use of County Data by Contractor, its officers, directors, employees, or agents, or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" includes, but is not limited to: (1) using for any purpose other than as required under this Contract in connection with providing the services hereunder; (2) disclosing, selling, assigning, leasing, or otherwise providing to third parties; (3) modifying or merging it with other Data; (4) Data mining or processing of Data for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized; (5) using the Data in any way after completion or termination of this

contract without the express written consent of the County; or (6) doing (or refraining from doing) any other thing that may in any manner adversely affect the integrity, security, or confidentiality of such County Data, other than as specified herein or as directed by County in writing.

c. All County Data, including copies, must be promptly returned or delivered to County upon County's written request or upon expiration or termination of this Contract, pursuant to Paragraph 24 of Additional Terms and Conditions ("Termination—Orderly"). Contractor shall provide a notarized written statement to County certifying that all County Data has been returned or delivered to County, and that no County Data has been retained by Contractor, unless permitted by law.

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

16. Disputes – Contract:

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

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

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

17. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project

manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

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

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

19. Contractor Personnel – Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

    b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;

        ii. The organization's policy of maintaining a drug-free workplace;

        iii. Any available counseling, rehabilitation and employee assistance programs; and

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:

        i. Will receive a copy of the company's drug-free policy statement; and

ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

a. The Contractor has made false certification, or

b. The Contractor violates the certification by failing to carry out the requirements as noted above.

20. EDD Independent Contractor Reporting Requirements**:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

21. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.

22. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Global Tel*Link Corporation dba ViaPath Technologies
3120 Fairview Park Drive, Suite 300
Falls Church, VA 22042
Attention: Claudia Regen
3120 Fairview Park Drive, Ste 300
Falls Church, VA 22042

For County:

County of Orange
Sheriff-Coroner Department/Purchasing Unit
320 N. Flower St
Santa Ana, CA 92703
Attention: Lorena Quirarte, Supervising PCS
Email: lquirarte@ocsheriff.gov

County of Orange
Sheriff-Coroner Department/Inmate Services Division
1530 S. State College Blvd
Anaheim, CA 92806
Attn: Buffy O'Neil
Email: boneil@ocsd.ocsheriff.gov

23. Precedence: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

24. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

25. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

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

27. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract

a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

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

28. Reports/Meetings: The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

29. Security Requirements:

    A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

        1. Perform background checks as to past employment history.

        2. Inquire as to past criminal felony convictions.

        3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.

        4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.

    B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

        1. Inability or unwillingness to perform in a competent manner.

        2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.

        3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.

        4. Usage of illegal controlled substances as defined by federal law.

    C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

    D. Nothing herein shall render any employee of Contractor an employee of County.

    E. The Contractor's Personnel Requirements – All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.

2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.

3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.

6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. General Security Requirement-At Worksite:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.

2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while preforming work under this contract. Specifically:

   a. Do not give names or addresses to inmates.

   b. Do not receive any names or addresses from inmates.

   c. Do not disclose the identity of any inmate to anyone outside the facility.

   d. Do not give any materials to inmates.

   e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).

3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. Potential Delays/Interruptions:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.
6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable

adjustment in time or additional compensation for this time will be considered.

30. Liquidated Damages: It is agreed by and between Contractor and the County that if this Contract is not correctly and completely performed on time and within the terms of the Contract, substantial injury and damages will be sustained by the County. Said injury and damages include any additional costs resulting from a delay in scheduled time frames by Contractor or inability of the goods and/or services to function properly and/or in accordance with the requirements contained in this Contract. Since it is and will be impractical and extremely difficult to quantify with certainty the actual injury and damages that the County will sustain by reason of Contractor's failure to meet certain requirements correctly and on time, it is therefore agreed that Contractor will pay to the County liquidated damages as set forth herein for each and every day of delay or failure. Any liquidated damages will be invoiced by County to Contractor. Payments for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice.

In the event the liquidated damages as set forth herein are not paid by Contractor, the County will deduct the amount of liquidated damages from any monies due Contractor under this contract.

This provision may be invoked at the sole option of the County by notification to the Contractor by certified return receipt mail.

If this Contract is not correctly and completely performed within the times set forth herein, the County shall have the right to increase the time for such performance and to waive the liquidated damages. Nothing herein shall be construed as giving Contractor a right to extra time for performance.

LIQUIDATED DAMAGES	
Description	**Amount**
ITS Any changes to the monthly collect call threshold; all changes must be approved by County prior to implementation.	$350.00 per day from the day the unauthorized change was implemented through the date Contractor discontinues the unapproved fees and/or charges.
ITS Instances where Contractor does not follow County's direction for the configuration of private call numbers on an individual or bulk basis or timely response and reporting to County associated with private number requests.	$1,000.00 per occurrence
Tablets Any unauthorized applications, website accesses, or related breach of security whereby inmates are able to access unapproved networks, materials and/or content.	$1,000 per occurrence
Tablets Failure to maintain adequate inmate to Tablet ratio for more than 60 days (2 months) under circumstances within Contractor's control.	$1,000 per month after 60 days and until the adequate ratio is met.

All Inmate Communication Services With the exception of applicable taxes and fees required by law and/or regulation, any charges/fees added to the called party's bill or account or inmate without the express written consent of County.	$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.
All Inmate Communication Services Unauthorized free calls, video visitation sessions or Tablet transactions completed by Contractor, including allowing access to unauthorized wireless networks.	$2.00 per completed, unauthorized free call.
All Inmate Communication Services Remote access to the ITS, VVS or Tablet user application not provided at the time of initial implementation.	$500.00 per month for each user application not provided by the due date specified.
All Inmate Communication Services Revenue share payments, ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet transaction reports and/or all other reports not containing the required fields, received by the County after the date specified in **Attachment A, Section A (General Conditions)**. If the revenue share payment is late, reporting is late, and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Contractor and to County's reasonable satisfaction within thirty (30) days of receipt of notification of a discrepancy from the County and/or its Authorized Representative, or such discrepancy is subject to late charges as described and/or termination of this Contract at the sole discretion of the County and/or any legal course of action the County elects to pursue.	5% per month of the revenue share amount due for any revenue payment not received by the due date. $750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in **Attachment A, Section A (General Conditions)**. $100.00 per day for any daily CDR reports not submitted by Contractor or for each day where the CDR report does not contain all of the fields and information identified in **Attachment A, Section A (General Conditions).**
All Inmate Communication Services Any changes to the rates without the express written approval of County. Contractor must issue refunds to all overcharged end-users, to the extent, and after exertion of commercially reasonable due diligence efforts, contact information for such end-user is known to Contractor, or inmates within five (5) business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.	$2.00 per completed call, video visitation session or Tablet transaction which was rated/charged using the unauthorized rates(s).
All Inmate Communication Services Any bill types, transactions, or applications implemented or removed regarding the processing and/or completion of inmate telephone calls without the express written consent of County.	$500.00 per day for each day the bill type, transaction, or applications is implemented or removed.

All Inmate Communication Services Due to Contractor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.	$500.00 per day for each day after the agreed-upon date until the installation is complete.
All Inmate Communication Services Contractor shall be responsible for resolving any reported repairs or replacements within ten (10) days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, Contractor may be liable for liquidated damages.	$500.00 for each day after the Cure Period and for each reported repair or replacement that the Contractor fails to resolve, until each reported repair or replacement is resolved by Contractor.
All Inmate Communication Services When County suffers one or more lost, unrecoverable or un-useable recording(s). County agrees to notify Contractor of such instances and provide up to seven (7) days per instance for Contractor to produce the call recordings.	$1,000.00 per occurrence.
All Inmate Communication Services Contractor shall adhere to County's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications which affect the scope under this Contract. Any deviation from the process may result in liquidated damages incurred by Contractor.	$500.00 per occurrence.

31. Licenses and Adhereance to Laws: Contractor shall, at all times during the term of this Contract, maintain in full force and effect such licenses as may be required by the State of California or any other governmental entity for Contractor to perform the duties specified herein and provide the services required pursuant to this Contract. Contractor shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities.

32. Subcontractors: Any subcontractor selected for work associoated with this contract shall be licensed in the State of California in his/her/its particular field. The Contractor is prohibited from entering into a contract with any subcontractor if the subcontractor is ineligible to bid, work or be awarded a contract pursuant to California Labor Code Sections 1777.1 or 1777.7. By an appropriate agreement, written where legally required for validity, Contractor shall require each subcontractor, to the extent of the work to be performed by subcontractor, to be bound to the Contractor in terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract, assumes toward the County. Contractor shall be fully responsible to County for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as it is for the acts and omissions of itself and of persons directly or indirectly employed by it and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

33. Bonds: Contractor shall furnish, at time of signing the Contract, one (1) surety bond which shall protect the laborers and materialmen and shall be for one hundred percent (100%) of the value of the Contract, and one (1) surety bond in the amount of one hundred percent (100%) of the value of the Contract, guaranteeing the faithful performance of the Contract; said bonds to be first approved by the office of the County Counsel and the CEO Risk Manager of Orange County. Such bonds shall be in the form provided in the Contract (Attachment H) and issued and executed by an admitted surety insurer (authorized to transact surety insurance in California) acceptable to the County. (E.g., if bonds are issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds).

    If any surety upon any bond furnished in connection with this Contract becomes unacceptable to County, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by County, Contractor shall promptly furnish such additional security as may be required by the County to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

34. Labor Code Requirements: Contractor and all subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract. Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

    Contractor and any subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 *et seq.*, and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages in this locality as determined by the Director of Industrial Relations. County has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at County's principal office. Copies may also be obtained from the State Office, Department of Industrial Relations or from the Department of Industrial Relations website: http://www.dir.ca.gov. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contractor.

    If the Contract is federally funded, Contractor and any subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor. Contractor and any subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any subcontractor(s) shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by the Contractor or subcontractor(s) under the Contractor.

    Contractor shall comply with the provisions of Labor Code Sections 1775 (penalties for prevailing wage violations) and 1813 (forfeiture for overtime violations). Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5 or does not meet the requirements of that section, this Contrract is governed by the provisions of Section 1777.5 and Contractor shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

    As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar

week, except as provided herein. Contractor shall forfeit to COUNTY $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815. Contractor and any subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provides in part:

A. Contractor and any subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor(s) in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
   (1) The information contained in the payroll record is true and correct.
   (2) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

B. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

C. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

D. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any subcontractor fails to comply within the 10-day period, he, she or it shall, as a penalty to County, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. In the performance of the terms of this Contract and pursuant to Labor Code Section 1735, Contractor agrees that he/she/it will not engage in nor permit such subcontractors as he/she/it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified physically disabled individual. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

35. State Funds- Audits: When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor’s financial records to be audited by auditors from the state of California, the County of Orange, or a private auditing firm hired by the state or the County. The County or state shall provide reasonable notice of such audit.

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involves expenditures of Public funds aggregating in excess of Ten Thousand Dollars ($l0,000), the parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract.

The Contractor shall maintain records for all costs connected with the performance of this Contract including, but not limited to, the costs of administering the Contract, materials, labor, equipment, rentals, permits, insurance, bonds, etc., for audit or inspection by County, State, or any other appropriate governmental agency during the three (3) year period.

36. Contractor Responsibility: Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general, specific and local conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve him/her/it from responsibility for successfully performing the work without additional expense to County. County assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract.

    Contractor shall carefully study and compare all drawings, specifications, and other instructions to identify any errors, inconsistencies, omissions, ambiguities, interference, etc., and shall, at once, report to the County any and all errors, inconsistencies, omissions, ambiguities, interference, etc., in a timely manner, before it is a problem. Contractor is responsible for all such problems which are known or should have discovered by a reasonably diligent review, and performance which are known or should have known is inconsistent with the general design concept or with industry standards.

38. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of County Data at any time. Contractor shall safeguard the confidentiality, integrity, security, and availability of County Data. To this end, Contractor shall comply with the following conditions:
    a. In addition to any other rights and obligations set forth in the Contract in Paragraph S ("Confidentiality") and Paragraph T ("Compliance with Laws") of the General Terms and Conditions, and in the Scope of Work, the Contractor shall comply as required with:
        i. The California Information Practices Act (Civil Code Sections 1798 et seq).
        ii. NIST Special Publication 800-53 Revision 4 or its successor.
        iii. Privacy provisions of the Federal Privacy Act of 1974.
        iv. PCI DSS
    b. Contractor must keep and maintain Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other Data, commercially exploit, make available or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing.
    c. Excluding uses related to Contractor's performance herein, at no time shall any Personal Data and Non-Public Data or processes which either belong to or are intended for the use of County or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction without the express written consent of the County except as permitted in Paragraph 14 ("Data – Title To and Use ").

39. Security Incident, Data Breach, Technical Failure, Human Error:
    a. Notwithstanding any other obligations Contractor may have under applicable law, Contractor

agrees to notify the County within the earlier of either forty-eight (48) hours after discovery or reasonable belief of any security incident, data breach, technical failure, or human error (collectively "Incident(s)"), or two (2) hours after Contractor's validation of an actual or suspected Incident(s). Notification must be given in the most expedient time possible and without unreasonable delay. Verbal notification may be followed by a written report. Contractor's notification shall identify:

i. The nature of the Incident(s);
ii. Any Data accessed, used, lost, modified, or disclosed;
iii. Any other impact the Incident(s) may or will have on County or individuals;
iv. The person(s) who accessed, used, lost, modified, or disclosed and/or received Data (if known);
v. What Contractor has done or will do to quarantine and mitigate the Incident(s), provided, however, that if the resolution path is unknown at the time notice is provided, Contractor shall promptly advise County that the resolution path is unknown and Contractor shall immediately work to determine the resolution path;
vi. Expected resolution time, if known at the time of notice; and
vii. What corrective action Contractor has taken or will take to prevent future Incident(s).

b. Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
c. Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
d. If the Contractor causes or knowingly experiences a breach of the security of the Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the County's Project Manager, County's Security Contact, and County Counsel following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
e. Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
f. After any significant Data loss or as a result of any disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data or services, Contractor shall notify County by fastest means available and in writing, within the earlier of either twenty-four (24) hours after Contractor reasonably believes there has been such a Data loss, Data Breach, disaster, or catastrophic failure, or two (2) hours after Contractor's validation of an actual or suspected disaster or catastrophic failure. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall inform County of its preliminary assessment of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and Services loss, and corrective action Contractor will take to prevent future loss. Contractor will, at its expense, have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's

receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract. Contractor shall cooperate fully with County, its agents and law enforcement related to this failure.

40. Incident Resources: In addition to the other obligations that Contractor may have under the Contract, including Contractor's responsibilities for certain costs in connection with Incidents as provided in Paragraph 41 of Additional Terms and Conditions ("Incident Costs"), Contractor shall, consistent with County's reasonable instructions, if any, which will be based on County's assessment of each Security Incident and that any harm that County reasonably anticipates may result therefrom:
    a. Assist in the identification of affected Persons and relevant jurisdictions;
    b. Allocate resources and training to manage inquiries;
    c. Provide affected Persons with such assistance (e.g., as to the availability and use of credit monitoring, etc.) as County deems reasonable under the circumstances;
    d. Promptly assist County with the delivery of electronic, hard copy, and telephone notifications to affected individuals, as provided to Supplier by County; and,
    e. Undertake a procedural review and audit to determine any appropriate corrective measures to avoid the recurrence of a similar situation, and promptly report to County all correction actions taken.
    f. Supplier shall not many any announcement or publish or otherwise authorize any broadcast of any notice or information about an Incident without the prior written consent of and prior written Approval by the County of the content, media and timing of any such announcement, publication, or broadcast.

41. Incident Costs: If an Incident results from Contractor's acts or omissions and County determines notice of the Incident is required to be provided to affected persons, Contractor shall provide the notification assistance described in Paragraph 40 of Additional Terms and Conditions ("Incident Resources") at no cost to County, including actions necessary to provide notices as required by law. Contractor will bear all reasonable costs and expenses for mitigation actions incurred as a result of such Incident primarily caused directly or indirectly by Contractor, including the mitigation costs incurred in connection with opening and closing accounts, printing new checks, embossing new cards, providing notice, printing and mailing notices, answering inquiries by affected individuals, and obtaining credit monitoring services and identity theft insurance for no longer than a one (1) year period or such timeframe as may be required by applicable Law for those individuals who have been affected by such Incident. In the event there are damages and/or expenses, including attorney's fees, which Contractor is obligated to pay and pays under this section, and it is finally determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Contractor for such damages and/or expenses, including attorney's fees, paid by Contractor in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, finally determined to be attributed to the County.

42. Security Processes: The Contractor shall disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the Contractor. The County and the Contractor shall share responsibilities, as set forth in Attachment [TBD].

43. Security Failures: County has the right to immediately terminate this Contract with cause pursuant to Paragraph K ("Termination") of General Terms and Conditions if County in its sole discretion determines there is a Security Failure. A Security Failure means Contractor or its subcontractors, or the employees or agents of the foregoing, does not meet the security requirements of this Contract, including any backup, disaster recovery, or other policies, practices, or procedures related to security of County Data and County Resources. The remedy provided in this paragraph is not exclusive and is

in addition to any other rights and remedies provided by law or under this Contract.

44. Inspection, Acceptance, Testing and Reporting:
    a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering goods and/or services under this Contract and will tender to the County only those goods and/or services that have been inspected and found to confirm to this Contract's requirements. The Contractor will keep records evidencing inspections and their result and will make these records available to the County during Contract performance and for three (3) years after final payment. The Contractor shall permit the County to review procedures, practices, processes and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.
    b. Monthly Inspections/Testing: The Contractor shall be required to schedule and conduct monthly quality assurance inspections and/or testing on all equipment, as outlined in **Attachment A, Section C (Customer Service)**, to ensure that: (a) the recorded messages played during telephone calls are functioning properly and are heard by both the inmate and the call recipient; (b) the list of private call numbers is up-to-date and such calls are not being monitored or recorded; and (c) the PIN features are working properly.
    c. Monthly Reporting: As outlined in **Attachment A, Section C (Customer Service),** a description of the actions taken by Contractor during the monthly inspection and/or testing, as well as the results thereof, shall be documented in a written and/or verbal report to the County Project Manager, as may be requested by the County, no later than the 10th day of each month.
    d. All goods and/or services may be subject to inspection and test by the County or its authorized representatives. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection. Final inspection, test and acceptance by the County may be made at destination, notwithstanding any payment or inspection at the source. County may rely on Contractor's existing quality assurance system as a substitute for County inspection and testing.

45. Compatibility of Resources: All Services, software, assets, hardware, equipment, and other resources and materials provided by Contractor to County, otherwise utilized by Contractor, or approved by Contractor for utilization by County, in connection with this Contract, (collectively, the "Contractor Resources") must be successfully and fully integrated and interfaced by Contractor and must be compatible with all applicable County software, hardware, systems, items, and other resources owned by or leased or licensed to County or that are provided to County by third party contractors (collectively, the "County Resources"). To the extent any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully and be compatible with the County Resources, Contractor is responsible for the development or modification of such interfaces and for such integration, and all such activities are deemed to be Services within the scope of this Contract.

46. Documentation:
    a. The Contractor agrees to provide to the County, at no charge, all Documentation as described within **Attachment A, Scope of Work**, and updated versions thereof, which are necessary or useful to the County in its use of the goods and/or services provided hereunder. At no additional charge to County, Contractor shall provide County with electronic copies of Documentation developed for County pursuant to this Contract (or otherwise required to be provided to County under this Contract and which Contractor is authorized to provide) in an editable format, as requested by County, to enable County to fully utilize, as permitted under this Contract, the goods and/or services. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
    b. The Contractor agrees that the County may reproduce Documentation for its own use in

maintaining the goods. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the goods to use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

47. Corrective Action: In the event any goods and/or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the goods or performance of services without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor in the provision of similar goods or services in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

48. Notice Regarding Other Jurisdictions: Contractor shall promptly notify the County Project Manager and County Counsel upon discovery or reasonable belief of the following: (a) Incident(s) known or reasonably known to have occurred in the provision of similar inmate/prisoner telecommunication services in another jurisdiction; (b) any claim or action against, or any loss by, Contractor that involves or may reasonably be expected to involve similar inmate/prisoner communication services; (c) the initiation of any government investigation that may result in a finding that Contractor is not in compliance with all applicable federal, state and local laws.

Notice to County Counsel shall be provided to:
Leon Page
Orange County Counsel
333 W. Santa Ana Blvd., Ste. 407
P.O. Box 1379
Santa Ana, CA 92702

49. Legal Requests and Appearances
    a. Responding to Legal Requests: Contractor shall promptly notify the County upon receipt of any legal requests, including but not limited to subpoenas, court or administrative agency orders, service of process, or requests by any person or entity (other than Contractor's employees), which in any way might reasonably require access to the County's Data. Contractor shall notify the County by the fastest means available and also in writing, unless prohibited by law from providing such notification. Contractor shall provide such notification within one business day after Contractor receives the request. Thereafter, Contractor shall comply with such legal requests only to the extent required by applicable law. In responding to legal requests, Contractor shall take measures to protect Personal Data or Non-Public Data, the disclosure of which would violate Contract terms, court orders, and/or applicable state or federal law. Such protective measures may include, but are not limited to, seeking protective orders or filing the Data under seal. Contractor shall not respond to legal requests directed to the County unless authorized in writing to do so by the County.

    b. Personal Appearances: Upon request by the County, Contractor shall make appropriate employees or agents available to appear in court, submit to examination under oath, and cooperate in the investigation or settlement of a claim. This applies in criminal, civil or administrative legal proceedings in response to requests or demands for testimony or records concerning information acquired in the course of an employee or agent performing official duties or because of the employee's or agent's official status regardless of whether the person would otherwise be subject to service of a subpoena or other legal process in the State of California.

50. Cyber Security Audits:

a. Every Contract year, County may audit the Contractor's security standards, via a security questionnaire and corresponding written verification of the questionnaire with supporting documentation by Contractor (an "Audit").

b. Contractor will provide to County upon request the most recent third-party SOC 2 Type 2 report. County may also have the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type 2 report requiring remediation as it pertains to the confidentiality, integrity, and availability of the County Data.

c. In the event of a Level 1 Security Incident, Contractor's obligations to County under subsection (f) of paragraph 39, *supra*, shall apply.

-Signature Page to Follow-

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract# MA-060-21011490 for Inmate Communication Services on the dates shown opposite their respective signatures below

Contractor*: Global Tel*Link Corporation dba ViaPath Technologies

By: _____ Title: President and Chief Executive Officer

Print Name: Deb Alderson Date: March 21, 2022

Contractor*: Global Tel*Link Corporation dba ViaPath Technologies

By: _____ Title: Chief Financial Officer and Treasurer

Print Name: John Pitsenberger Date: March 21, 2022

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

ATTACHMENT A
SCOPE OF WORK

Contractor shall provide comprehensive Inmate Communication Services that will include state of the art technology and will adhere to all industry standards, best practices, and applicable laws. Contractor shall provide, install and maintain various inmate communication solutions inclusive of an inmate and visitation telephone system (ITS), video visitation solution (VVS), correctional-grade tablets (Tablets) and payment kiosks. ITS services will be provided for the Sheriff and Probation; VVS, Tablets and payment kiosks will be provided for the Sheriff only.

One of the key objectives is to enable inmates to communicate with family, friends and others in the community while also controlling inmate usage and limiting the use of the ITS, VVS, and Tablets for illicit activity. A necessary part of the service is to ensure the safety and security of staff, inmates, and the public through the use of current technology.

Contractor shall provide the services in County facilities at no cost to the Sheriff, Probation or the County. All cost for services shall be the responsibility of the Contractor, including but not limited to, equipment, installation, connectivity, maintenance, storage, hardware, software, security, training, and any other implementation services necessary to furnish the County with state of the art technology and equipment to meet the specification herein.

SECTION A - GENERAL CONDITIONS	
SUBSECTION 1 - PROJECT SCOPE	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Contractor shall provide a turn-key inmate calling solution which shall include, without limitation, collect, pre-paid collect, pre-paid card, debit and free calls and visitation sessions. Contractor shall install and operate all inmate and visitation telephones, and related equipment. Contractor shall, without cost to County, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international , pre-paid collect, pre-paid card, debit and free calls and visitation sessions from the Facilities.
1.002	Contractor shall provide a turn-key video visitation solution (VVS) which shall include, without limitation, automated scheduling software and the completion of remote video visitation sessions at the County's Sheriff Facilities. Contractor shall install and operate all video visitation stations and related equipment. Contractor shall, without cost to County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with inmates at the Sheriff Facilities.
1.003	Contractor shall provide a correctional-grade mobile device/tablet solution (“Tablets”) for Sheriff Facilities at no cost the County. The Tablets shall, at a minimum, have the capability to access various content to applications including VVS, mobile calling, electronic messaging, education, instructional material, entertainment, media, inmate requests, medical requests, inmate grievances/requests, commissary ordering, law library, and religious content.

1.004	Contractor shall provide booking and lobby/payment kiosks ("Kiosks") for Sheriff Facilities at no cost the County. The kiosks shall, at a minimum, have the capability to load funds to an inmate's debit and commissary/trust accounts and receive court fines/fees from the public.
SUBSECTION 2 -ITS REVENUE SHARE, PAYMENT AND REPORTING	
2.001	Gross Revenue generated by and through the ITS consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of ITS service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, all the following: all surcharges; per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid Local, Intralata/Intrastate, Intralata/Interstate, Interlata/Intrastate, Interlata/Interstate and International calls); additional fees and/or charges added to the total cost of a call or added to the called party's bill; or any other compensation received by Contractor.
2.002	Contractor shall not reduce total Gross Revenue (as defined above) for any deductions associated with fees, adjusted durations, unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, or any other Contractor expense.
2.003	Any additional fees to be added to the called party's bill or paid by the calling or called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from Sheriff Facilities must be approved by County prior to implementation.
2.004	County shall notify Contractor of any unapproved additional fees and/or charges associated with ITS of which County becomes aware are. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.005	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
2.006	For ITS, Contractor shall pay the greater of **$83,333.33** MMG ($999,999.96 annually), or the monthly revenue share amount of **64%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. The MMG/Revenue Share payments shall be due and payable on or before the 15th of each month following the month of traffic.
2.007	County shall recoup from Contractor **$50,000.00** monthly for certain administrative and operational expenses ("Administration Fee") in connection with the provision of inmate communication services as specified in **Attachment A, Section L (Rates, Fees, and Revenue Share)**. The Administration Fee shall be due and payable on or before the 15th of each month.
2.008	Should a federal, state or local regulatory agency issue a ruling that significantly lowers the calling rates or fees in the Contract, Contractor shall adjust the calling rates and make them in compliance with the calling rates implanted by the regulatory agency or terminate the Contract without penalty to County so that County may select another Contractor.
2.009	Notwithstanding the foregoing, Gross Revenue does not include the following items:
2.010	Required regulatory charges and taxes that are intended to be paid by the called party or inmate and then remitted 100% by the billing party to the appropriate governmental agency.

2.011	A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by County or from inmate telephones approved by County to process free calls shall not generate revenue or compensation for Contractor and shall not be eligible for revenue-share to County. Only those numbers designated by County on the free call list and inmate telephones approved by County to process free calls shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and eligible for revenue-share to County. Unauthorized free calls are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
2.012	Complimentary calls associated with Contractor's pre-paid collect program are not included in Gross Revenue and revenue share is not payable by Contractor.
2.013	Pre-Paid Collect Funding Fees - Pre-paid collect funding fees are defined as fees imposed on called parties who set up or fund a pre-paid collect account with Contractor or a third party (i.e., Western Union) to accept calls. The pre-paid collect funding fee shall not be applied on a per-call basis. All pre-paid collect fees must be approved by County and are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
2.014	A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail as acceptance). The call shall be deemed complete and eligible for revenue-share regardless if Contractor can bill or collect revenue on the call.
2.015	Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates, including but not limited to any and all taxes as applicable for the ITS services such as collect, debit, pre-paid and any other calls.
2.016	Revenue-share for pre-paid cards shall be based on the face value of the pre-paid cards purchased by County. Revenue-share shall be due to County in the traffic month County placed the pre-paid card order and payable as described in **Section A (General Conditions)**.
2.017	Contractor shall invoice County the full amount of the pre-paid cards purchased within 15 days of receipt of the pre-paid cards.
2.018	Should County cancel the pre-paid card services at the Facilities, Contractor shall deactivate any unused pre-paid cards which have a full balance at the time of the cancellation of the pre-paid card program. The final pre-paid card invoice shall include a credit for all unused pre-paid cards which have a full balance.
2.019	Revenue share for debit calls shall be based upon total Gross Revenues (as defined above) generated from debit call purchase or usage and is payable as described in this **Section A (General Conditions)**.
2.020	On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to County for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
2.021	Payments and reports for ITS are due to County on or before the 15th day of the month following the traffic month.

2.022	Contractor shall provide monthly revenue share and Administration Fees and traffic detail reports to County via these methods:
2.023	County requests that all payments be sent via wire transfer; and
2.024	Contractor shall send the traffic detail reports electronically in Comma Separated Values (CSV) format.
2.025	Traffic detail reports shall include a detailed breakdown of all ITS activity, including but not limited to all collect, pre-paid and debit calls for each inmate telephone at the Facilities:
2.026	Facility Name;
2.027	Facility Identification Number;
2.028	Facility Address (Street, City, State and Zip);
2.029	Automatic Number Identifier;
2.030	Inmate Telephone Station Port/Identifier;
2.031	Inmate Telephone Location Name;
2.032	Local Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.033	Intralata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.034	Interlata/Intrastate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.035	Intralata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.036	Interlata/Interstate Calls, Minutes, Gross Revenue (Per Inmate Telephone);
2.037	International Calls, Minutes Gross Revenue (Per Inmate Telephone);
2.038	Revenue Share Rate (%);
2.039	Total Calls, Minutes, Gross Revenue and Revenue Share Amount (Per Inmate Telephone); and
2.040	Traffic Period and Dates.
2.041	Contractor shall supply a report of all pre-paid card orders processed during the traffic month to include (at a minimum) the order date, invoice number, invoice date, gross amount of the order, revenue-share rate and revenue-share total.
2.042	Contractor shall provide daily raw Call Detail Records (CDRs) the next business day following the day of traffic and monthly billing files to County no later than the 15th day of the month following the month of traffic.
2.043	The daily raw CDRs shall contain all calls (both attempted and completed) which originate from Sheriff facility(s) for each day and each time of the day for the period said raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. The CDRs shall be accompanied with a complete file map and complete file legend. The raw CDRs shall include (without limitation) the following fields:
2.044	Facility Name;
2.045	Facility Identification Number;
2.046	From ANI;
2.047	To ANI;
2.048	Batch Number / ID;
2.049	From City;
2.050	From State;
2.051	To City;
2.052	To State;

2.053	Station Port/Identifier;
2.054	Phone Name or Location;
2.055	Inmate Name;
2.056	Inmate Identification Number;
2.057	Personal Identification Number;
2.058	Pre-Paid Card Identification Number;
2.059	Revenue Period;
2.060	Call Start (yymmdd; mmss);
2.061	Call End (yymmdd; mmss);
2.062	Seconds;
2.063	Call Type (e.g. local, etc.);
2.064	Bill Type (e.g. free, collect, etc.);
2.065	Call Cost;
2.066	Tax;
2.067	Validation Result;
2.068	Termination Reason;
2.069	LIDB Status/Code; and
2.070	Completion/Accept Indicator.
2.071	Contractor shall provide a miscellaneous charges/fees report which shall include a breakdown of all charges and fees applied to (without limitation) calls and accounts from the Facilities covered under the Contract, including but not limited to: single call fee(s), pre-paid collect funding fee(s), collect billing fee(s) regardless of whether the charge/fee was assessed directly by Contractor or a third party. The miscellaneous charges/fees report shall contain (without limitation) the following information:
2.072	Facility Identification Number;
2.073	Date;
2.074	County Identification Number;
2.075	To ANI;
2.076	Billed Account;
2.077	Transaction Type;
2.078	Bill Type;
2.079	Fee Type;
2.080	Instance Type; and
2.081	Fee Amount.
2.082	Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 3 - VVS REVENUE SHARE, PAYMENT AND REPORTING	

3.001	VVS Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor and in any way connected to the provision of video visitation service pursuant to this Contract. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for the completion/scheduling of all remote video visitation sessions, or any other compensation received by Contractor for the completion of all remote video visitation sessions.
3.002	Notwithstanding the foregoing, Gross Revenue does not include the following items:
3.003	A "Free" video visitation session defined as a video visitation session not generating any revenue or compensation for Contractor. Approved video visitation sessions included on the free video visitation list shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those visitors or inmates designated by County to process free video visitation sessions shall be marked as "Free" in the VVS and designated as such in the VVS detail records.
3.004	Required regulatory charges and taxes that are intended to be paid by the visitor or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
3.005	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed video visitation session between an inmate and a visitor, such revenue shall be included in Gross Revenue and revenue share shall be payable to County.
3.006	Any additional fees to be charged to inmates or visitors for video visitation sessions from the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees.
3.007	County shall notify Contractor of any unapproved fees and/or charges associated with the VVS of which County becomes aware. Unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30**.
3.008	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each visitor or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
3.009	A video visitation session is deemed complete and considered part of Gross Revenue (as described above), when the video visitation session is scheduled and a connection is made by both parties.
3.010	Payments and reports for video visitation sessions are due to County on or before the 15th day of the month following the activity/session month.
3.011	Contractor shall provide monthly video visitation detail records, in CSV format, which shall include a detailed breakdown of activity for all video visitation sessions, including but not limited to:
3.012	Facility Name;
3.013	Facility Identification Number/Site Identification Number;

3.014	VVS Station Identifier;
3.015	VVS Station Location Name;
3.016	Free Video Visitation Sessions, Minutes (Per VVS Station);
3.017	Remote Video Visitation Sessions, Minutes and Gross Revenue (Per VVS Station);
3.018	Revenue Share (Per VVS Station);
3.019	Total Video Visitation Sessions, Minutes Gross Revenue; and
3.020	Traffic Period and Dates.
3.021	Contractor shall pay **25%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. Revenue share payments, usage detail reports, or reports not containing the required fields, received by County after the date specified above are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - TABLET REVENUE SHARE, PAYMENT AND REPORTING	
4.001	Gross Revenue generated by and through the proposed Tablet solution consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor in any way connected to the provision of Tablets pursuant to the terms of this Contract. Gross Revenue includes, by way of example and not limitation, all of the following: all per minute fees, application charges, equipment costs and any additional fees/charges generated by the accessibility of Tablets and all additional per-minute fees charged to the inmate and any other compensation received by Contractor.
4.002	Contractor shall absorb all costs of providing Tablets, including the provision of support, maintenance, necessary hardware, software, bandwidth, wiring, infrastructure, fee collection and accounting.
4.003	Notwithstanding the foregoing, Gross Revenue does not include the following items:
4.004	A "Free" transaction or application defined as a transaction or application not generating any revenue or compensation for Contractor. Approved Tablet transactions or applications shall not generate any revenue or compensation for Contractor and shall not be eligible for revenue share to County. Only those transactions or applications designated by County as "free" shall be marked as "Free" in the Tablet solution and designated as such in the Tablet detail records.
4.005	Required regulatory charges and taxes that are intended to be paid by the end-user or inmate and then remitted 100% by the billing party to the appropriate governmental agency.
4.006	If Contractor receives revenue or compensation, notwithstanding the source, from any third party related to Tablets, such revenue shall be included in Gross Revenue and Contractor shall pay a revenue share to County.

4.007	Any additional fees to be charged to end-users or inmates for the use of Tablets or Tablet applications at the Facilities must be approved by County prior to implementation. County and Contractor shall mutually agree on the method for revenue share due County associated with the additional charges/fees.
4.008	County shall notify Contractor of any unapproved additional fees and/or charges associated with the use of Tablets of which County becomes aware. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
4.009	Should County and Contractor mutually agree that the charges/fees are to be discontinued, Contractor shall refund each end-user or inmate for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
4.010	Should County and Contractor mutually agree that the charges/fees will remain, County and Contractor shall mutually agree on a method for compensation.
4.011	Contractor shall pay **25%**, calculated on Gross Revenue as defined in this section as specified in **Attachment A, Section L (Rates, Fess, and Revenue Share)**. Payments and reports for Tablets are due to County on or before the 15th day of the month following the month of activity.
4.012	Contractor shall provide monthly Tablet detail reports/records, CSV format, which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages, photos, attachments, videos, media, application usage, for each Tablet. Tablet detail records shall include, at a minimum, each of the following items for each Tablet and each transaction or application type:
4.013	Facility Name;
4.014	Facility Identification Number/Site Identification Number;
4.015	Facility Address, Street, City, State, and Zip;
4.016	Tablet Identifier (where applicable);
4.017	Number to Transactions for Each Transaction Type (Per Tablet);
4.018	Minutes of Usage for Each Application Type (Per Tablet);
4.019	Gross Revenue for Each Transaction / Application (Per Tablet);
4.020	Revenue Share Rate;
4.021	Total Revenue Share (Per Tablet);
4.022	Total Transactions/Applications, Minutes of Usage, Gross Revenue and Revenue Share; and
4.023	Traffic Period and Dates.
SUBSECTION 5 - RATE REQUIREMENTS	

5.001	Contractor must agree to provide the required calling rates, video visitation rates, Tablet rates and all related fees specified in found in **Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment)** and must be in compliance with California state laws and applicable regulations, including, but not limited to, Board of State and Community Corrections (BSCC) Title 15 Minimum Standards.
5.002	Before any new rate increases or decreases are implemented for any of the inmate communication services required in this Contract, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30**
5.003	In the event Contractor increases the usage rates for any of the inmate communication services required in this Contract without the prior written approved of County, Contractor must issue refunds to all overcharged end-users, visitors or inmates within 5 business days; a list of the issued credits must be provided to County as documentation. County will not issue a refund of revenue-share or cost recoupment for unapproved rate increases.
5.004	Contractor will implement any rate adjustments for any and all inmate communication systems requested by County within 10 calendar days of said request, subject to regulatory approval, as applicable.
5.005	Contractor shall be capable of accommodating multiple rate structures to accommodate the types of inmates housed at the Facilities. Contractor shall be capable of assigning rates at the inmate, group of inmate telephones, visitation stations or Tablets and Facility levels.
5.006	Contractor's ITS shall rate all calls to U.S. Territories including but not limited to: Puerto Rico, U.S. Virgin Islands, Guam, American Samoa and Saipan/Mariana Islands as Domestic International or Interstate. Calls to all other countries shall be rated as International. The calling rates for both Domestic International/Interstate and International are specified in **Attachment A - Section L (Rates, Fees and Revenue Share/Cost Recoupment).**
5.007	Contractor shall calculate the raw duration of each inmate telephone call, video visitation session and Tablet usage (if applicable) in seconds based on the time the call is accepted, video visitation session is completed or Tablet usage begins and the time the call, session or usage is terminated by the ITS, VVS or Tablets respectively. For calls, video visitation sessions or Tablet usage where the duration is at least 10 seconds, the duration, in seconds, shall be rounded up to the next whole minute increment and shall be converted from rounded seconds to minutes before the rates are applied.
5.008	During the rating process, Contractor shall round the raw calculated amount to the nearest hundredth decimal place (up or down) using normal accounting practices.

SECTION B - USER BILLING AND PAYMENTS

SUBSECTION 1 - PRE-PAID & DEBIT APPLICATIONS

REQUIREMENT NUMBER	DESCRIPTION
1.001	The pre-paid and/or debit application shall allow for pre-payment for a specific end-user, visitor, telephone number or an inmate.

1.002	Contractor shall issue refunds to end-users of any inmate communication services for any pre-paid funds remaining in any pre-paid account upon the end-user's request whether the account is active or inactive. Should an account be deactivated by Contractor and the end-user requests to reactivate the account and utilize inmate communication services from inmates at the Facilities, the funds shall be made available to the end-user by Contractor. No fees shall be charged to the end-user for refunds or reactivation of funds associated with a pre-paid account.
1.003	Should Contractor adjust the rates in order to complete a call, Contractor shall incur liquidated damages as specified in **Additional Terms and Conditions #30**. County shall notify Contractor of any approved adjustments in the rates of which County becomes aware.
1.004	Contractor shall not prevent the completion of a pre-paid collect call if the end-user's pre-paid collect balance is less than the average cost of a call (regardless of call type) from the Facilities.
1.005	The pre-paid and/or debit application shall be internal to Contractor's ITS, VVS or Tablet.
1.006	Contractor shall provide the inmate with the balance of the pre-paid or debit account at the time of the call or Tablet application.
1.007	The ITS and VVS shall provide the called party with the balance of their pre-paid collect account at the time of the call or scheduling of a video visitation session, as applicable.
1.008	The pre-paid and/or debit application shall allow international calls.
1.009	Contractor shall be capable of configuring pre-paid cards for use outside of the Facilities.
1.010	County's commissary is self-administered. The ITS, VVS, and Tablets shall be capable of interfacing with the County's commissary application or JMS for ease of transferring money from the inmate's trust account to the ITS debit account upon inmate request for the use of all inmate communication services, as well as refunding any unused funds to the trust account upon the inmate's release. All commissary and/or JMS interfaces will need to be activated during the initial implementation. Method for transferring funds shall be through either file transfer or interactive voice response (IVR), at County's election. County does not currently utilize inmate-funded debit.
1.011	It is Contractor's responsibility to initiate and establish a business relationship and necessary interface(s) with County for debit application. The contact information is found in **Section I (Facility Specifications)**. County shall not be responsible for paying any amounts associated with the required interface(s).
1.012	Contractor shall supply, at County's request, signage, brochures, flyers regarding the ITS, VVS and Tablets and/or Contractor's pre-paid and debit applications at no cost to County.
SUBSECTION 2 - PAYMENTS FOR VIDEO VISITATION SYSTEM SESSIONS	
2.001	Contractor shall refund all visitation fees if the video visitation session is dropped due to Contractor related issues. Such refunds shall not be deducted from Gross Revenue as defined in **Section A (General Conditions).**
2.002	Contractor shall provide an option for an itemized receipt for all transactions, charges and fees for all video visitation sessions.
SUBSECTION 3 - TABLET ACCESS CHARGES	

3.001	To complete the reporting and revenue share process outlined in **Section A (General Conditions)**, Contractor shall, by the 5th day of the month following the traffic month, submit an inmate transaction fee invoice to County for payment by County. The invoice shall contain all transaction fees for Tablet applications and usage collected by County from the inmates for the Tablet applications and usage associated with Contractor's Tablet solution at the Facilities for the previous calendar month. In no case shall County be independently responsible for payment of transaction fees not collected previously from inmates.
SUBSECTION 4 - CONTRACTOR RETENTION OF END-USER ACCOUNT INFORMATION	
4.001	For the purpose of aiding in investigations, the Contractor must retain ITS, VVS, and Tablet account information pertaining to an end-user's pre-paid collect, direct bill, and similar accounts for a period of 3 years after the expiration/termination of the Contract. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.
4.002	The County shall have access to such account information upon request, to the extent permissible by law. Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION C - CUSTOMER SERVICE

SUBSECTION 1 - MAINTENANCE

REQUIREMENT NUMBER	DESCRIPTION
1.001	Contractor shall respond to repair requests from County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis.
1.002	Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure. Contractor shall maintain an adequate amount of supplies/materials on hand in order to meet these requirements and ensure there is no prolonged period of downtime.
1.003	Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.
1.004	Contractor shall provide County with 3 dedicated technicians for County's Facilities. Contractor's technicians shall conduct weekly scheduled preventative maintenance visits as directed by the County. Contractor's technicians shall provide a preventative maintenance log to the County upon the completion of each preventative maintenance visit for the purposes of documenting actions taken and repairs made.
1.005	Should a technician position become vacant, Contractor shall obtain prior approval from County for any personnel filling the position of the dedicated technician. All applicants shall pass all background checks and training seminars as requested by the County.
1.006	If at any time during the term of the Contract the position for the dedicated technician becomes vacant, Contractor shall provide an interim dedicated technician or alternative technician support within 10 business days, subject to County's background check process, and fill the position on a full-time basis within 60 days. Should Contractor fail to take reasonable steps to fill the interim or full-time dedicated technician position within the required timeframes, Contractor may incur liquidated damages as specified in **Additional Terms and Conditions #30**.

1.007	County shall be notified of progress and/or delays in progress with repairs or replacements until the problems are resolved.
1.008	Contractor shall notify County any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
1.009	Additionally, the County may cancel the Contract if Contractor has not cured a service problem within 10 days of Contractor receiving notice of the problem from the County. County, at its sole option, may elect to pursue Liquidated Damages, as outlined in **Additional Terms and Conditions #30**, if a service problem is not resolved within the specified cure period.
1.010	Each party shall report to the other party any misuse, destruction, damage, or vandalism. Contractor will assume liability for any and all such damages.
1.011	All operation, maintenance and repair issues regarding the ITS, VVS, Tablet, or Kiosk services shall be reported by Contractor to County promptly.
1.012	Contractor shall provide County with ITS, VVS, Tablet and Kiosk technology software upgrades as they become available. All upgrades must be provided to County at no additional cost.

SECTION D - GENERAL INSTALLATION REQUIREMENTS	
SUBSECTION 1 - STANDARDS	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	Inmate communication services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate communication services in correctional facilities.
1.002	Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, or state, county, or municipal government.
1.003	Contractor shall comply with the BSCC Title 15 Minimum Standards.
SUBSECTION 2 - IMPLEMENTATION	
2.001	Contractor shall submit an updated implementation plan for all inmate communications services, which shall include an installation schedule, for each Facility, including ITS, VVS, Tablets and Kiosks within 10 days of the execution of this Contract.
2.002	Initial installations for the ITS must be completed within 60 days of the execution of the Contract between County and the selected Contractor; this includes additional inmate telephones required by County as outlined in **Section I (Facility Specifications)**. Implementation plan(s) has been incorporated as **Attachment E** of this Contract and must be followed.
2.003	Initial installations for the Tablets and VVS must be completed within 120 and 180 days respectively of the approval of the Implementation plan(s) by execution of the Contract between County and the selected Contractor. Implementation plan(s) will become a part of the Contract and must be followed.
SUBSECTION 3 - TRANSITION REQUIREMENTS	
3.001	Upon expiration, termination, or cancellation of the Contract, Contractor shall accept the direction of the County to ensure all inmate communication services are smoothly transitioned. At a minimum, the following shall apply:

3.002	At no cost to the County, Contractor shall supply 1 workstation(s), per Facility which shall become the property of the County after expiration, cancellation or termination of the Contract to allow the County access to all CDRs, call and visitation recordings, documentation, reports, data contained in the inmate communication applications/systems. County shall maintain the same level of remote access for up to 3 years after Contract termination.
3.003	Contractor shall discontinue providing service or accepting new assignments under the terms of the Contract, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Contract for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Contract. Revenue share/Administration Fees will be due and payable by Contractor to County at the percentage provided in the Contract until inmate communication services are no longer handled by Contractor.
3.004	Contractor agrees to remove its equipment at the conclusion of the Contract in a manner that will allow the reuse of wiring/cabling associated with all inmate communication services.
SUBSECTION 4 - GENERAL INSTALLATION REQUIREMENTS	
4.001	Contractor shall be responsible for all costs associated with the installation of the inmate communication services including but not limited to ITS, VVS, and Tablets which shall include but not be limited to, the necessary labor, parts, materials, transportation, purchase of equipment, wiring, new electrical circuits, cables, installation, racks/cabinets, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed system components in good working order and in compliance with the equipment manufacturer's specifications.
4.002	Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Section I (Facility Specifications)**.
4.003	Contractor shall install a separate, dedicated network to accommodate all inmate communication services. Contractor's inmate communication services shall not be configured to reside on or use the County's network.
4.004	Contractor shall install/mount all inmate communication services equipment in accordance with the County's requirements.
4.005	Use of existing conduit, raceways, cable, wiring, switches, circuits, and terminals within the Facilities is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Contract by Contractor becomes the County's property upon termination and/or expiration of the Contract.
4.006	Contractor agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and meet all applicable cabling/wiring standards for commercial buildings and must be approved by the Facilities maintenance personnel.
4.007	Contractor shall be responsible for installing all new wiring, cabling and network circuits at no cost to the County to support the provision of the outlined inmate communication services at no cost to the County.
4.008	Contractor agrees to obtain the County's written approval before making any physical changes to the Facilities, such as drilling into walls, floors, ceilings or any other portion of the Facilities. This includes existing, newly constructed and/or expanded Facilities.

4.009	Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment to protect all lines, circuits and equipment used for the inmate communication services.
4.010	Contractor shall provide, install, maintain, replace and upgrade an Uninterruptible Power Supply (UPS) back-up power for the inmate communication services to ensure there is no loss of call, video or transaction processing and data storage in the event of a power failure.
4.011	A separate power source shall not be required for the inmate communication services equipment. A power source will be made available by County for the inmate communication services upon confirmation of equipment specifications.
4.012	Installation of all cabling, telephones, video visitation stations, Tablets, and related equipment shall be accomplished during normal business hours at the Facilities or as otherwise specified by the County.
4.013	Contractor shall install, repair, and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Facilities. All Contractor-provided equipment, installation, maintenance, repair costs, and all costs or losses due to vandalism shall be the total responsibility of the Contractor.
4.014	Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the County, no equipment, inventory or spare parts shall be stored by Contractor at the Facilities.
4.015	Contractor shall correct any damage to the County's property caused by maintenance or installation associated with the inmate communication services, including repairs to walls and ceilings.
4.016	Contractor shall provide written documentation indicating that all circuits and network have been tested and all cables, pairs, fiber strands, blocks are legibly marked after the completion of each installation associated with the inmate communication services.
4.017	Contractor shall maintain a reasonable supply of the parts needed under this contract and maintain a reasonable supply system for the acquisition of additional parts, either immediately or with minimal delay.
SUBSECTION 5 - SECURITY	
5.001	All Contractor employees shall obtain, at Contractor's cost, the appropriate personnel background security clearance prior to arrival at the Facilities.
5.002	All Contractor employees will comply with County's policies and procedures.
5.003	Entry to the Facilities is subject to the approval of the County.
SUBSECTION 6 - TRAINING	
6.001	Contractor shall provide onsite training for each inmate communication service to the County's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the County. Training manuals shall be provided to the County's staff at all training meetings and will become the property of the County. At County's request, Contractor shall provide a downloadable version of all user manuals and training materials.
6.002	When requested by the County, informational pamphlets shall be available to inmates and end-users and shall describe the applicable features and functionalities of each inmate communication service.
6.003	Contractor will also provide full documentation for all inmate communication services features and documentation for any and all added technology features that result from this Contract.

SUBSECTION 7 - UPGRADES AND PERFORMANCE PROCESS	
7.001	Contractor shall provide the County with written notice, including detailed information, of any new inmate communications service software upgrades or additional features to be added to either system, within 30 days of the introduction of the new software or features into the industry.
7.002	Contractor shall provide the County with inmate communication services software upgrades as they become available. All upgrades must be within 1 release of the newest operating system and provided to County at no additional cost.
7.003	Contractor shall adhere to the following performance process when upgrading the ITS, VVS and Tablet software, equipment, or performing any changes to either system at the Facilities. Any deviation from this process may result in liquidated damages incurred by Contractor as described in **Additional Terms and Conditions #30.**
7.004	Contractor shall perform extensive testing on all system changes or upgrades to any of the inmate communication services, prior to introducing them to the County. At a minimum, this shall include the following:
7.005	Circuit/network testing;
7.006	Configuration / setting preservation testing;
7.007	ITS: call processing, debit/pre-paid availability, international calling, private call number database and settings;
7.008	VVS: video visitation session quality and scheduling application;
7.009	Tablets: access to all transactions, applications and applicable purchase processes; and
7.010	Access to all inmate communication service user applications.
7.011	Contractor shall provide the County with written details regarding any change to voice prompts, dialing or video visitation procedures or processes impacting inmates and end-users/visitors.
7.012	Contractor shall receive written permission from the County, before scheduling or proceeding with any functionality changes to the inmate communication services at the Facilities, especially if the changes will cause an interruption in service.
7.013	County, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate communication services changes that affect the inmates or end-users/visitors.
7.014	Contractor shall work with the Facilities to schedule all changes and/or upgrades during a time when the inmate communication services are not being used regularly by the inmates. Contractor shall coordinate a convenient time and day with the County to implement the changes or upgrades to avoid an interruption in service.
7.015	At the request of County, Contractor shall coordinate the presence of a technician at the Facilities on the day of implementation to place test calls, video visitation session and Tablet transactions and ensure all inmate communication services are functioning properly.
7.016	Contractor shall reconcile and validate the private call numbers database and associated configuration after each upgrade and report results within 3 business days of the upgrade.
7.017	All said changes shall be made by Contractor at no cost to the County.

SECTION E - ITS REQUIREMENTS

SUBSECTION 1 - ITS SPECIFIC INSTALLATION REQUIREMENTS	
REQUIREMENT NUMBER	**REQUIREMENT TYPE**
1.001	All telephone equipment provided shall be fully operational at the time of the initial installation.
1.002	The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Section I (Facility Specifications)**.
1.003	Contractor shall install all new telephone equipment even if the selected Contractor is the incumbent inmate telephone service provider.
1.004	All telephone equipment shall be powered by the telephone line, not require an additional power source.
1.005	The telephones must not contain any exterior removable parts.
1.006	All telephone sets shall include volume control.
1.007	Contractor shall place placards containing dialing instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin, and Braille on each telephone. Placards shall also contain a notice in the same languages that will advise inmates of telephone monitoring and recording. This notice will be prominently posted in the area next to all inmate telephones. The notice will read: **"NOTICE! Telephone calls will be recorded and may be monitored."** Placards shall be replaced each time an inmate telephone set is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
1.008	At no cost to the County, Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request. This includes newly constructed or expanded buildings and Facilities.
1.009	If the installation of the additional telephones (inmate and visitation) is not completed within 30 days, Contractor may incur liquidated damages as described in **Additional Terms and Conditions #30**.
SUBSECTION 2 - ITS AND USER APPLICATION SPECIFICATIONS	
2.001	The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling and visitation sessions.
2.002	The ITS shall be configured to process all or any combination of the following bill types, without limitation; collect, free, pre-paid collect, pre-paid card, debit and/or speed dial.
2.003	Contractor shall provide a sufficient number of bandwidth ensure inmates are allowed to place calls 99.9% of the time. County reserves the right to require Contractor to revise its configuration to County's reasonable satisfaction to resolve any inmate complaints of reception degradation or unavailable service which arise as a result of Contractor's ITS configuration. Such changes shall be completed by Contractor at no cost to County.
2.004	At County's request, Contractor shall provide a report documenting the completion ratio on a monthly basis or other frequency designated by County.

2.005	The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept County's reasonable decision regarding whether the reception quality is acceptable.
2.006	Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency (DTMF) confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
2.007	The ITS shall be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, voicemail, cellular telephones, ring-back tones, chain dialing.
2.008	The ITS shall be configured to monitor the switch hook on the telephone sets. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the ITS failing to meet this requirement.
2.009	With each call, the ITS must provide an automated message to advise both the inmate and the call recipient that the call is coming from a correctional facility, the call is coming from a specific inmate, and the call is being recorded and may be monitored. The automated message must be free of any charges. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.010	The automated message will be available in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin.
2.011	Except with private call numbers, the inmate and the call recipient are required to "acknowledge" the recording and possible monitoring of the calls by pressing "1" before the call will proceed. Neither the inmate nor the call recipient are required to make this acknowledgment for private call numbers as calls to these numbers shall not be recorded.
2.012	If either the inmate or the call recipient fails to press "1", the call will be terminated.
2.013	With each call, the ITS shall clearly identify the type of call being placed to the called party: collect, pre-paid, free. This recording must be free of any charges.
2.014	The ITS shall be able to accommodate any of the following options for recording and playback of an inmate's name to the called party:
2.015	The inmate may record a name each time a call is placed. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS;
2.016	The inmate may record a name only once (with the first call attempted); the recorded name will be stored in the ITS and shall be played back with all subsequent call attempts. Contractor shall provide no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the ITS; or

2.017	No name is recorded. If County selects this option, the announcement to the called party shall not include silence or an interruption where the name recording would normally be included.
2.018	For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed. County reserves the right to request Contractor to modify/revise the recordings at any time during the Contract at no cost to County and within 30 days of the request.
2.019	ITS shall allow free local telephone calls from the intake/booking inmate telephones at Central Jail Complex at the initial time of booking only.
2.020	Once the inmate has been transferred out of intake/booking, the ITS shall process all subsequent calls from the inmate as collect or pre-paid unless the telephone number is configured as free in the ITS.
2.021	Following the dialing sequence, Contractor shall configure the ITS to either:
2.022	Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick-up); or
2.023	Place the inmate on-hold and not permit the inmate to hear the call progress.
2.024	In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
2.025	The ITS shall be capable of processing and completing international prepaid collect calls.
2.026	The ITS user application shall allow the following search criteria and filters (without limitation) to be applied to the CDR queries:
2.027	Inmate Name (First, Last);
2.028	Inmate Personal Identification Number;
2.029	Record Identifier;
2.030	Date Range (Start Date/Time and End Date/Tim);
2.031	Facility;
2.032	Called Number;
2.033	Originating Number;
2.034	Station Name;
2.035	Call Type;
2.036	Bill Type;
2.037	Duration;
2.038	Call Amount;
2.039	Flagged Calls;
2.040	Monitored Calls;
2.041	Recording Type;

2.042	Completion Type;
2.043	Termination Type;
2.044	Validation Result;
2.045	Pre-Paid Card Number;
2.046	Phone Group(s);
2.047	Visitation Phone(s); and
2.048	Custom Search.
2.049	The ITS user application shall allow CDR query results to be exported in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.050	At a minimum, the ITS user application shall be equipped to generate the following standard reports in addition to the CDRs:
2.051	Call Statistics by Date Range;
2.052	Frequently Called Numbers;
2.053	Frequently Used Personal Identification Numbers;
2.054	Commonly Called Number;
2.055	Call Detail Report;
2.056	Gross Revenue Report by Date Range;
2.057	Facility Totals and Statistics;
2.058	Called Party/Number Accepting Report;
2.059	Fraud/Velocity Report;
2.060	Total Calls;
2.061	Personal Allowable Numbers (PAN) Report;
2.062	Pre-Paid Card Report;
2.063	Debit Usage Report;
2.064	Debit Balance and Funding Report;
2.065	Pre-Paid Card Balance Report;
2.066	Bill and Call Type Distribution;
2.067	Phone Usage;
2.068	Reverse Look-Up;
2.069	User Audit Trail; and
2.070	Voice Verification.
2.071	The ITS user application shall allow County to export the reports in a format selected by County (.csv, PDF, Microsoft Excel 2016 or greater).
2.072	Contractor shall provide the County with the capability to search, query and export end-user pre-paid account information for investigative purposes. County shall be capable of validating account holder status, number of pre-paid deposits and associated amounts, generating reports identifying, at a minimum, associated telephone numbers, method of payment, inmates from which calls are accepted, the number of completed calls with an associated date and time, any pre-paid funding fees and other applied charges and taxes.

2.073	The ITS shall have the capability to customize reports in a form mutually agreed upon by County and Contractor.
2.074	Contractor's ITS user application shall at a minimum allow:
2.075	Report generation to include the reports listed above;
2.076	The creation, modification and deactivation of user accounts;
2.077	The creation, modification and deactivation of inmate accounts;
2.078	The creation and modification of telephone numbers in the ITS including entry of free and privileged telephone numbers without the assistance of Contractor;
2.079	Assignment of inmates or an inmate type to an agency, inmate telephone or a group of inmate telephones;
2.080	Locating and accessing a specific recording by utilizing a unique recording/call identifier;
2.081	Block/unblock telephone numbers without the assistance of Contractor;
2.082	Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
2.083	Program a specific speed dial code to selected telephone numbers as determined by County and at no cost to County and without the assistance of Contractor; and
2.084	Query the CDRs for inmate activities and calling patterns, including the provision of reverse look-up at no cost to County. The reverse look-up feature shall include, at a minimum, the end-user's name and billing address for all collect and pre-paid calls.
2.085	The ITS shall have the capability to allow County to create, view and track service tickets associated with the ITS or Facilities.
2.086	Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line.
2.087	The ITS shall comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS) and meet these requirements:
2.088	Contractor shall provide the number of TDD telephones and ports and VRS units specified in **Section I (Facility Specifications)**; and
2.089	TDD telephones shall be able to work with the ITS at the Facilities.
2.090	The ITS must offer the called party an option to receive a rate quote during the call acceptance process.

2.091	The ITS shall be able to accommodate pro bono calls to consulates for all countries which may be required for ICE detainees. This option, when requested by County, shall be provided at no cost to County. Contractor shall accept County's direction for how pro bono calling services are configured via the ITS.
2.092	Contractor shall be able to establish an informant line at no cost to County. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by County. Contractor shall accept County's direction for how the informant line is configured through the ITS.
2.093	Contractor shall work with County to implement a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. Contractor shall accept County's direction for how the PREA line is configured through the ITS. At a minimum, Contractor shall:
2.094	Provide an option for PREA calls to be processed via the ITS without the use of a PIN to ensure anonymity.
2.095	Route free calls via the ITS to a destination provided and designated by County which may be the same as that used for the County informant line.
2.096	At no cost to County, provide a telephone line to County dedicated for PREA calls to which the calls will be routed as free.
2.097	Contractor shall have the capability to allow County to maintain the same telephone number currently in place at all Facilities and/or utilize any telephone number specified by the County.
SUBSECTION 3 - ITS SECURITY FEATURES	
3.001	The ITS shall prohibit:
3.002	Direct-dialed calls of any type;
3.003	Access to a live operator for any type of calls;
3.004	Access to "411" information services;
3.005	Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services unless pre-approved by the County; and
3.006	Access to multiple long-distance carriers via 950, 800 and 10 10-XXX numbers.
3.007	The ITS shall prevent call collision or conference calling among telephone stations.
3.008	The ITS shall be able to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). County must be able to shut down the ITS via a workstation, the ITS user application and/or by cut-off switches at several locations including, but not limited to:
3.009	At demarcation location;
3.010	Central control; and
3.011	By select housing units.
3.012	The ITS shall not accept any incoming calls. Contractor shall work with the LEC to ensure such control.

3.013	The ITS, upon detection of a three-way call, forwarded call, conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.
3.014	The ITS shall allow the called party to block their telephone number during the call acceptance process.
3.015	As specified by County, the ITS shall have the capability to allow calls to specific numbers at specified times during the day.
3.016	The ITS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit for the Facilities is specified in **Section I (Facility Specifications)**.
SUBSECTION 4 - PERSONAL IDENTIFICATION NUMBER APPLICATION	
4.001	The Personal Identification Number (PIN) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
4.002	The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
4.003	The capability to interface with County's JMS to allow for inmate PINs to be automatically transferred to the ITS. The JMS contact information is provided in **Section I (Facility Specifications)**. It is the Contractor's responsibility to contact the JMS provider, establish a working business relationship and identify the requirements necessary to interface with the JMS to ensure Contractor will be able to meet the PIN requirements listed below with the initial implementation. County shall not be responsible for paying any amount associated with the required interface.
4.004	The capability to receive, accept and apply alphanumeric characters in an inmate's ID.
4.005	The capability of accommodating any of the following options for how PINs are received and/or generated by the ITS:
4.006	JMS generates and sends to the ITS an inmate ID. The ITS stores the inmate ID and generates an additional unique identifier to be added to the inmate ID. The combination of the inmate ID and the additional unique identifier shall be the PIN;
4.007	JMS generates and sends to the ITS an inmate ID along with additional inmate data. The ITS stores the inmate ID and utilizes the additional inmate data to create the complete PIN;
4.008	JMS generates and sends the complete PIN to the ITS. The ITS stores the complete PIN; or
4.009	The ITS, without an interface with the JMS, auto-generates the complete PIN;
4.010	The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent Contractor.
4.011	The ITS shall be capable of accepting a manually entered PIN.

4.012	If applicable, the interface between the JMS and ITS shall automatically update the status of the PIN in the ITS based on the inmate's status in the JMS (e.g. newly booked, transferred, released).
4.013	County currently utilizes a 11-digit PIN comprised of a 7-digit inmate ID and a unique 4-digit identifier (the inmate DOB - mmdd) as generated by the JMS. This configuration is the default and shall be active upon the initial implementation.
4.014	PINs shall not be required for booking/intake phone(s) at the Sheriff Facilities.
4.015	PINs shall not be required for the Probation Facilities.
4.016	Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from a designated Facility or group of inmate telephones located at the Facility.
4.017	When an individual PIN is added or modified in the system, the ITS shall document the date/time and the user making the change.
SUBSECTION 5 - PERSONAL ALLOWABLE NUMBER LISTS (PANs)	
5.001	The ITS shall have the capability to store a list of Personal Allowed Numbers (PAN) associated with each PIN. PANs are not a requirement with the initial implementation.
5.002	The ITS shall allow authorized users to set a universal quantity of PANs at the inmate level or override the default quantity of PANs for an inmate.
5.003	The quantity of approved telephone numbers within a PAN shall be configurable.
5.004	PANs shall allow authorized users to set a universal quantity of approved telephone numbers for each PIN.
5.005	The ITS shall have the capability to track PAN changes based on a frequency required by County. The ITS shall have the capability to notify the user if a PAN change is requested to be made outside of the allowed timeframe (e.g., every 90 days).
5.006	The proposed ITS shall document all updates, modifications and/or details for a PAN (e.g., user name, modification made, time/date stamp).
5.007	ITS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.
SUBSECTION 6 - MONITORING AND RECORDING REQUIREMENTS	
6.001	The ITS shall be capable of monitoring and recording all inmate calls, including VRS and TDD/TTY calls completed from inmate telephones and/or wall mounted devices, and visitation sessions from any telephone within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain calls and visitation sessions such as attorney-client privilege. The ITS shall not be configured to record calls at the Probation Facilities.
6.002	The ITS shall be capable of completing pro-per calls as directed by County. Pro-per inmates and/or telephone numbers identified by County may be restricted from recording and monitoring upon request by County. The ITS shall be capable of providing a report of all pro-per activity to County at a frequency specified by County.

6.003	The ITS shall be able to exclude all private, blocked, or free calls and visitation sessions and clearly designate non-recorded calls/visitation sessions within the ITS user application.
6.004	Contractor shall perform bi-annual (June 1st and December 1st) reconciliations of all private call numbers and provide results to the County within 7 days of the start of the reconciliation. Reconciliations shall include the current list of private call numbers saved within the ITS, confirmation of any recordings (both prior to and after entry into the ITS), and confirmation of any ITS user that has accessed any potential recordings.
6.005	The ITS shall allow designated users at the Facilities to play back a recorded call/visitation session in progress (e.g., live monitoring) via the ITS user application.
6.006	The ITS shall be capable of recording calls/visitation sessions in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.
6.007	The ITS shall provide simultaneous playback and continuous recording of calls and visitation sessions.
6.008	The live monitoring feature shall display a list of calls in progress to allow County to scan through all calls in progress or to listen to a specific call. At minimum, the default view shall sort calls in chronological order. Private calls, such as attorney calls, shall be indicated as such in the display window and shall not have the capability to be live monitored or recorded. For the purpose of call monitoring, the County prefers that the ITS display the fields below.
6.009	Call Start Time;
6.010	Facility;
6.011	Phone Location Name;
6.012	Inmate Name;
6.013	Inmate PIN;
6.014	Called Number;
6.015	Private/Attorney Call;
6.016	Called City, State;
6.017	Call Status; and
6.018	Alert.
6.019	All CDRs, including all attempted and completed calls, shall be stored online for the life of the Contract. A copy of all CDRs shall be stored offline by the Contractor for a minimum period of 3 years following the expiration of the Contract.
6.020	All call recordings shall be stored online for the life of the Contract. A copy of all recordings shall be stored offline by the Contractor for a period of 3 years following the expiration or termination of the Contract and any renewal terms. In the event County requests call recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.
6.021	Contractor shall be responsible for supplying all storage media (CDs/DVDs, USB drives) at no cost to County throughout the life of the Contract and any renewal terms.
6.022	Contractor shall provide remote access to the ITS at no cost to County.

6.023	The provision of remote access shall allow County the same features and functionalities, permitted by the user's level of access, available on a Contractor-provided workstation.
6.024	For the term of the Contract, County shall have access to all CDRs from all workstations and remote access computers, based on the user's access level.
6.025	The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call/visitation session to a specified destination.
6.026	The ITS user application shall copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.
6.027	The ITS shall be capable of emailing and copying recorded calls and visitation sessions onto a CD/DVD or other storage medium in audio or MP3/data format with tamper free capabilities.
6.028	The copying/burning application shall be internal to the ITS.
SUBSECTION 7 - VOICEMAIL MESSAGING	
7.001	Contractor shall implement inbound automated voicemail messaging up to 1 minute per message through the ITS to allow inmates to receive voicemails from friends and family.
7.002	Funding for inbound voicemail shall be through a pre-paid account setup by the end-user.
7.003	In addition, Contractor shall provide internal voicemail to allow inmates to leave messages for County staff and for County staff to return a voicemail or leave a voicemail message to an inmate, group of inmates or the entire Facility. There shall be no charge to County or the inmates for internal messaging. Internal messaging for inmates includes:
7.004	Grievances;
7.005	Medical/dental requests;
7.006	File telephone complaints; or
7.007	Other requests options as determined by County (i.e. haircuts).
7.008	Fees and revenue share for inbound voicemail messaging are specified in **Attachment B, Rates and Fees.**
7.009	The ITS shall record and store all voicemail messages, in the ITS. All recordings shall be maintained as described in **Section E (ITS Requirements)**. Voicemail messaging shall preserve the call controls configured in the ITS.

SECTION F - VVS REQUIREMENTS

SUBSECTION 1 - VIDEO VISITATION SERVICE

REQUIREMENT NUMBER	DESCRIPTION
1.001	The VVS shall consist of hardware, firmware and software designed to enable the County to initiate, monitor, record, and retrieve video visitation sessions.
1.002	The proposed VVS shall provide all operational features and system requirements applicable to all video visitation sessions placed through the VVS.

1.003	The VVS shall interface with the County's JMS/ITS to allow for inmate and visitor information to be automatically transferred between the JMS and VVS. County will not be responsible for paying any amount(s) associated with the required interface(s). County prefers the inmate identifier utilized for the ITS is the same inmate identifier for the VVS.
1.004	Contractor shall provide internet test capability to remote video visitors.
1.005	The VVS must be able to shut down and/or disable an individual video visitation station or group of video visitation stations quickly and selectively without affecting other video visitation stations.
1.006	The VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.
1.007	Contractor must have the capability to provide remote monitoring access to the VVS at no additional cost. The provision of remote access shall allow the County the same features and functionalities, permitted by the user's level of access, available on a control workstation.
SUBSECTION 2 - VVS SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide the County the number of VVS control workstation(s) specified in **Section I (Facility Specifications)**. The workstations shall work in real-time with the VVS, for monitoring, recording and reporting. The workstation shall each include a CD/DVD burner, 2 flat screen monitors, built in speakers, mouse, keyboard, data/audio burning software, laser printer and a licensed copy of Microsoft Office (or equivalent).
2.002	VVS stations shall be suitable for a correctional environment, stainless steel, sturdy, vandal and tamper resistant with a shatter proof screen. VVS stations shall include the cord length requirements as those for telephone sets as described in **Section I (Facility Specifications)**.
2.003	The VVS stations shall not include any removable parts.
2.004	The VVS stations shall include volume control.
2.005	VVS stations shall include picture-in-picture viewing.
2.006	Upon installation of the VVS, Contractor will be responsible for providing all labor, equipment, supplies, materials, software, configuration (hardware, software, networking and bandwidth), documentation, testing and training necessary for the completion of the installation.
2.007	The VVS must provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.
2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of inmate and visitor video visitation stations, specifications, and location of each unit.

2.009	Contractor shall place placards containing video visitation use instructions in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, Mandarin and Braille on or near each station. The placards shall be replaced each time a VVS station is replaced and/or when damaged or defaced so that the instructions and notice are no longer legible.
2.010	Video visitation rate use flyers and/or additional video visitation related information shall be provided by Contractor upon County's request and at no cost.
2.011	At no cost to County, Contractor shall install additional VVS stations, including monitoring and recording equipment as needed, within 45 days of request. If Contractor fails to provide and install the additional visitation units within 45 days the Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages. For newly constructed or expanded Sheriff Facilities, the parties shall agree on a timeline for installation or implementation.
SUBSECTION 3 - VVS REGISTRATION AND SCHEDULING	
3.001	The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and video visitation sessions using an internet browser and internet connection.
3.002	The VVS shall prohibit the scheduling of video visitation sessions for any visitor who has not been approved by County following the registration process.
3.003	The VVS shall have the capability to allow smart phone scheduling.
3.004	The VVS shall allow visitors to log in using a unique visitor ID or an email address and password.
3.005	The VVS shall be capable of requiring the general public to acknowledge and agree to the terms and conditions associated with County's visitation policies as part of the registration process and with each scheduled visitation session.
3.006	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the registration process:
3.007	First Name;
3.008	Last Name;
3.009	Email;
3.010	Telephone Number / Cell Phone;
3.011	Username; and
3.012	Password.
3.013	At a minimum, the VVS shall obtain and store the following information for the visitor as part of the scheduling process:
3.014	First Name;
3.015	Middle Name;
3.016	Last Name;
3.017	Credit Card;
3.018	Email;

3.019	Physical Address (Street Address, City, State, Zip);
3.020	Telephone Number;
3.021	Identification Type;
3.022	ID Number;
3.023	Username; and
3.024	Password.
3.025	The VVS shall have the capability to track all inmate housing unit assignments, movements, and releases. The VVS shall automatically cancel all sessions associated with an inmate if the inmate gets released.
3.026	The VVS shall be capable of sending the general public an email or text notification confirming the scheduled or canceled visit.
3.027	The VVS shall have the capability to display upcoming daily video visitation session information on one or multiple inmate station screens (i.e. inmate name, time of visit).
3.028	The VVS shall be capable of accommodating different sets of rules for onsite standard visitation, onsite video visitation and remote video visitation sessions.
3.029	The VVS shall allow authorized users at the Sheriff Facilities to approve visitors before video visitation sessions can be scheduled; the VVS shall only allow the scheduling of sessions for approved visitors.
SUBSECTION 4 - VVS USER APPLICATION	
4.001	The VVS user application must provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria. In the event these criteria are not available within the user application at initial implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
4.002	Inmate ID number;
4.003	Inmate name;
4.004	Visitor name;
4.005	Date and time of visit;
4.006	Inmate video visitation station; and
4.007	Daily, weekly and monthly visit statistics.
4.008	The VVS shall have the capability to allow authorized County staff to create the following restrictions with customizable durations:
4.009	Restrict a visitor from visiting certain inmate(s);
4.010	Restrict an inmate from visiting ALL visitors;
4.011	Restrict a visitor from visiting ALL inmates;
4.012	The VVS user application shall have the capability to support the following functions:
4.013	Set user ID;
4.014	Set/reset password;
4.015	Capture the user's first, middle and last name;
4.016	Manually terminate standard or video visitation sessions;
4.017	Report status of all standard and video visitation sessions (online or idle);

4.018	Stop, pause and restart any running visit;
4.019	Allow the County to enter comments or add notes to a visit;
4.020	Allow for station reassignment during any running visit;
4.021	Allow for visitation time extension during any running visit;
4.022	Customize the number of visits per the monitoring screen and the page rotation duration;
4.023	Designate a visitor as being an attorney or other professional entitled to confidential visits to prevent the visit from being recorded or monitored;
4.024	Manually schedule standard or video visitation sessions for a particular inmate, station, and date and time, on behalf of visitor(s);
4.025	Allow authorized users the ability to mandate specific visits, visitors and/or inmates to be recorded;
4.026	Allow authorized users to download, share and/or view recordings; and
4.027	Include an audit trail function and the capability to track users who have viewed and/or downloaded the recording files(s).
SUBSECTION 5 - VVS MONITORING AND RECORDING REQUIREMENTS	
5.001	The VVS must permit the County to fully record and monitor all standard and video visitation sessions from any standard or video visitation station within the Sheriff Facilities unless there are restrictions that prohibit the recording and monitoring of certain sessions such as attorney-client restrictions.
5.002	The VVS shall automatically start each video visitation session at the designated start time.
5.003	The VVS shall allow County to determine if a visit is to be cancelled if the visitor does not check-in on time or after a set amount of time, and if the visitation session will count against the inmate's visitation quota.
5.004	The VVS shall automatically attempt to reconnect a video visitation session if connectivity is lost.
5.005	The VVS shall include an alert system that will detect visitation sessions made by a particular inmate or visitor.
5.006	The VVS shall have the capability to display an onscreen countdown clock timer on the inmate and the visitor stations.
5.007	The Contractor shall retain video visitation sessions online for a minimum of 90 days, but may require retention up to 1 year.
5.008	Contractor shall store all video visitation sessions offline for the life of the Contract plus 3 years after the termination of the contract. In the event County requests visitation session recordings, Contractor shall provide the requested information within two (2) business days upon receipt of the request from County.

SECTION G - TABLET REQUIREMENTS

SUBSECTION 1 - TABLET SPECIFICATIONS

REQUIREMENT NUMBER	DESCRIPTION

1.001	Tablets shall interface with the County's JMS, commissary, ITS, and/or VVS, at no cost to the County allowing inmates to access Tablet services; County prefers the same inmate identifier is used for Tablets as the inmate identifier for ITS and VVS. The County will not be responsible for paying any amount(s) associated with the required interface(s).
1.002	Tablets shall be configured to only allow inmates access to the services and applications approved by the County. Additional applications shall be mutually agreed upon by the County and Contractor. Inmates shall be prohibited from having any access to any external applications. Tablets must communicate with pre-approved applications and dedicated networks only.
1.003	Tablets shall be restricted to Contractor wireless access points only and shall be unable to connect to other wireless network access points. In the event tablets are able to access outside websites, networks, or applications, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**.
1.004	Contractor shall provide the County with remote access to Tablets at no cost to the County for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered. The following reports (at a minimum) shall be made available for each Sheriff Facility as applicable for monitoring and investigative purposes. In the event remote access and/or requested reporting is not available by implementation, Contractor shall be liable for liquidated damages as described in **Additional Terms and Conditions #30**. New reports, as requested by County, shall be developed and provided by Contractor at no cost to County:
1.005	Transactions by inmate;
1.006	Application usage by inmate;
1.007	Totals by inmate;
1.008	Totals by Tablet;
1.009	Daily, weekly and monthly statistics.
1.010	Contractor's user application for the Tablet solution shall provide the capability to export the reports in a mutually agreed upon format agreed to by County and Contractor.
1.011	Contractor shall have the capability to disable and/or shut off services to a single Tablet or group Tablets based on the user level and password, and not interrupt other Tablets.
1.012	Tablets shall be provided to the County with access to approved application content including a variety of games, music and entertainment, free applications / services, including law library and educational programs.
1.013	Tablets provided by Contractor shall be configured to provide certain "free" services to the inmate population at no charge. Such "free" services shall include:
1.014	Clock;
1.015	Calendar;
1.016	Dictionary;
1.017	Calculator;

1.018	PDF documents approved by County;
1.019	PDF viewer;
1.020	Electronic submission of inmate requests;
1.021	Commissary purchases;
1.022	Debit purchases;
1.023	Trust account look-up;
1.024	Inmate handbook;
1.025	Inmate notices/bulletins; and
1.026	Court date/release information.
1.027	The reports shall be available to County and its agency partners from all control workstations and remote access computers depending on the user's access level.
SUBSECTION 2 - TABLET SPECIFIC INSTALLATION REQUIREMENTS	
2.001	Contractor shall provide a minimum of a 2:1 inmate to tablet ratio at all times, excluding requisite spares, in select housing units as dictated by the County. County shall provide Contractor with the prior months Average Daily Population (ADP) by the fifteenth (15th) calendar day of each month. Any additional required Tablets to meet this ratio and mutually agreed upon onsite back up inventory, will be delivered to the County within fifteen (15) days of notification of ADP. In the event Contractor does not maintain the required inmate to Tablet ratio, under normal circumstances within the Contractor's control, Contractor may be liable for liquidated damages as described in **Additional Terms and Conditions #30**. Both parties agree that delays in manufacturing and/or shipping are outside of the Contractor's control and supply chain delays will not be counted against the Contractor when evaluating Liquidated Damages. Contractor may need to provide proof of such delays upon County request to avoid liability for liquidated damages.
2.002	Contractor shall be provided with the ADP for the month prior to execution of this Agreement and shall use this ADP as the number of Tablets expected to be installed during initial installation.
2.003	Replacement Tablet(s) that have been subjected to intentional damage, as determined and mutually agreed upon by both parties, requested or required to maintain a contractual inmate-to-tablet ratio will be provided at a rate of up to $249.99 per tablet, which includes shipping, processing, maintenance, and the software license for the use of the tablets. Contractor will invoice County only for tablets returned due to intentional damage. Contractor will retain ownership of the tablets and all licensed software.
2.004	Tablets shall be suitable for a correctional environment, sturdy, vandal and tamper resistant and shall be enclosed in a durable, sealed case.
2.005	Tablets shall not utilize external speakers. Contractor shall ensure earbuds are clear and designed in accordance with standard correctional security and environmental concerns, including suicide prevention.
2.006	Tablets shall be capable of restricting inmate usage to the specific housing units to which the inmate is assigned.
2.007	Contractor shall provide informational flyers/posters in English, Spanish, Vietnamese, Cantonese, Portuguese, French, Armenian, and Mandarin outlining all Tablet services/offerings, and the cost of those services to post at the Sheriff Facilities at no cost to County.

2.008	Upon completion of the initial installation and any ongoing installations, Contractor shall provide County with a list of all Tablets, charging stations, equipment specifications and locations of each device.
2.009	Contractor shall provide County with the number of mobile charging stations as outlined in **Section I (Facility Specifications)**.
SUBSECTION 3 - KIOSKS	
3.001	Contractor shall provide touchscreen payment kiosks at the Sheriff Facilities to allow the newly booked inmates to deposit funds into their trust account during the booking process at no cost to County.
3.002	Upon each completed transaction, the booking kiosk(s) shall print receipts and take a picture of the inmate. The booking kiosk shall be capable of providing (2) two copies of a receipt for every completed transaction - one to be provided to the inmate and one for the Facility.
3.003	During the life of the Contract, Contractor shall ensure no fees/charges are implemented for deposits made by inmates through the booking kiosk(s). County shall notify Contractor of any unapproved additional fees and/or charges associated with the kiosks of which County becomes aware of. The unapproved fees and/or charges are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
3.004	Contractor shall provide lobby payment kiosks at the Sheriff Facilities, as identified in **Section I (Facility Specifications)** for use by visitors to the Facilities as a supplement to the current cashier processes for receiving trust fund payments. The kiosks shall be no cost to the County. The kiosk payment services shall include, but not be limited to, deposits into an inmate trust, commissary, pre-paid collect or debit account.
3.005	Contractor shall be responsible for all maintenance, collections, accounting, reporting and remitting of funds back to County for deposit into the appropriate inmate accounts.
3.006	Contractor agrees to provide cash collection services for the Kiosks at no cost to County and at a frequency approved by County. County prefers Contractor utilized armed personnel for collection of funds. Such armed personnel service must comply with County security policies and entry to the Sheriff Facilities.
3.007	Contractor shall be capable of providing authorized users with access to transaction history and inmate photos as well as the option to print additional receipts.
3.008	Contractor shall provide to County a detailed weekly ACH reconciliation report that includes all credit and debit card and cash transactions for the preceding week (Monday-Sunday).
3.009	Contractor shall be responsible for any costs associated with an interface if one is required to implement any of the technologies associated with the kiosks.
3.010	County will not be responsible for any costs associated with the installation and ongoing maintenance, repair or replacement of the kiosks.
3.011	All fees/charges associated with the kiosks in **Attachment B, Rates and Fees**.
3.012	Contractor shall be responsible for all maintaining and properly securing all tools and keys associated with the kiosks.

3.013	Before any changes to the fees/charges associated with deposits through the lobby kiosks are implemented, Contractor must submit a written request to receive approval from County. County will respond in writing to Contractor's request. Unapproved adjustments implemented without the prior written approval from County are subject to liquidated damages as specified in **Additional Terms and Conditions #30.**
SUBSECTION 4 - ELECTRONIC TRUST ACCOUNT DEPOSIT	
4.001	The lobby kiosk shall have the capability to record all activity of the user in an auditable format which may be tracked through Contractor's system.
4.002	Contractor shall provide multiple funding methods to allow users to fund inmate trust accounts. These methods shall include, but not be limited to, telephone funding (both live agent and automated) and online funding through Contractor's website and mobile application.
4.003	Contractor shall provide County and its Designated Agent with remote access to its web based user application for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided under this Contract. Remote access shall be provided by Contractor at no cost to County or its Designated Agent.
4.004	At no cost to County, Contractor shall provide analytical features, including searchable interfacing in order to establish funding relationships of all "linked" people making similar transactions.
4.005	Access to Contractor's system shall require the use of a username and password. The access levels shall be designated by County.
4.006	Contractor shall store all reports and data online for the life of the Contract. A copy of all reports and data shall be stored offline by Contractor for a minimum period of two (2) years following the expiration or termination of the Contract. Archival and/or offline transactions, reports, and data shall be retrieved and provided by Contractor to County within two (2) business days upon receipt of the requested transactions, reports, and/or data.
4.007	Contractor's system shall have capability to allow County to query all transactions and data stored.
4.008	Contractor's system shall have the capability to alert County staff of specific activity based on pre-set criteria in Contractor's system via email.
4.009	Contractor's system shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available as applicable for monitoring and investigative purposes. New reports, as requested by County, shall be produced by Contractor at no cost to County.
4.010	Deposits by inmate;
4.011	Deposits by sender;
4.012	Daily, weekly, and monthly statistics;
4.013	Totals by inmate;
4.014	Totals by kiosk;
4.015	Totals by Facility; and
4.016	Totals by transaction type.
4.017	Contractor's system shall provide the capability to customize reports in a format mutually agreed upon by County.

4.018	Contractor's system shall have the ability to capture all activity and tasks performed by each system user.
4.019	These services shall be provided to County at no cost.

SECTION H - ADDITIONAL TECHNOLOGY	
SUBSECTION 1 - AUTOMATED INFORMATION SYSTEM	
REQUIREMENT NUMBER	**DESCRIPTION**
1.001	At the request of the County, Contractor shall provide its automated information technology system (AITS) at no cost to County as part of Contract which shall include integration with County's JMS. County shall not be responsible for any costs associated with an interface.
1.002	The AITS shall make certain basic jail information and inmate-specific information available to the general public, including, but not limited to:
1.003	Location;
1.004	Directions;
1.005	Visitation hours;
1.006	Inmate lookup;
1.007	Release dates;
1.008	Upcoming court dates; and
1.009	Bond inquiries.
1.010	The AITS shall make certain information available to inmates, including, but not be limited to:
1.011	Commissary balances;
1.012	Charges;
1.013	Court dates, including time and location; and
1.014	Bond amounts and types.
1.015	All information shall be made available at County's discretion.
1.016	Contractor's AITS shall be configured to update the AITS system from County's JMS data every 15 minutes, at minimum.
1.017	Contractor's AITS shall provide the public and inmates information in both English and Spanish. County shall have the ability to request additional languages at no cost to County
1.018	The AITS shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Availability shall be tracked and reset on a monthly basis.

	Contractor shall resolve all reported AITS service issues within 48 hours after receipt of service request from County.
1.019	County reserves the right to add or remove AITS at any time during the term of Contract.
SECTION 2 - CELL PHONE DETECTION	
2.001	Contractor shall provide 10 number of portable cellular phone detection units ("Cell Phone Detectors") as required or requested by County at no cost to County.
2.002	Cell Phone Detectors shall be capable of detecting contraband cellular phones in both on and off positions and anywhere on the inmate's body or in an inmate's body cavity.
2.003	Cell Phone Detectors shall be capable of detecting other dangerous contraband such as weaponized metal objects anywhere on the inmate's body or in an inmate's body cavity.
SECTION 3 - VOICE-TO-TEXT TECHNOLOGY	
3.001	At County's request, Contractor shall implement and maintain a voice-to-text transcription feature for the ITS. The voice-to-text transcription feature shall have 7-days a week, 24-hours a day availability with a 99% uptime (with the exception of downtime for repair or upgrade that is pre-scheduled with Contractor and County). Contractor shall resolve all reported voice-to-text transcription service issues within 48 hours after receipt of service request from County.
3.002	The voice-to-text feature shall allow authorized users to select recorded calls for transcription and shall also have the capability for authorized users to establish criteria tied to the voice biometric engine/keyword search engine to automatically identify calls for transcription.
3.003	Contractor's voice-to-text transcription software shall have the capability to transcribe in both English and Spanish. County shall have the ability to request additional languages at no cost to County.
3.004	Contractor's voice-to-text transcription software shall have an internal translation feature to allow authorized users to select the language into which the selected call shall be translated.
3.005	Contractor's transcription feature shall include a spoken word search to allow investigators to select all calls which meet the investigator's criteria to be transcribed and sent via email to their own account or to multiple email accounts.
SECTION 3 - DEBIT RELEASE CARDS (Intentionally Left Blank)	
SUBSECTION 4 - VOICE BIOMETRICS	
4.001	Contractor shall provide its initial voice biometric technology through its ITS at no cost to County. County reserves the right to add or remove voice biometrics at any time during the term of the Contract.
4.002	Contractor's voice biometric technology must be integrated into Contractor's ITS, provide investigative and analytic tools and reporting, and be accessible via the ITS user application.
4.003	Contractor's voice biometric feature shall allow for both supervised and covert enrollment of the inmate’s voice print. Contractor shall work collectively with County on enrollment process

4.004	County shall have access to all voicemails via the ITS user application.
4.005	Contractor's voice biometric feature shall enable authorized users to have an inmate create a new voice print without assistance from Contractor.
SUBSECTION 5 - DATA ANALYTICS	
5.001	Contractor shall provide its investigative, data mining and analysis tools as part of the ITS services and at no cost to County.
5.002	Data analysis tools shall be integrated into Contractor's ITS and provide data mining tools in order to make reports available in real time to authorized Facility staff.
5.003	At County's request, Contractor shall make available its Call IQ - Inmate-to-Inmate Call Detection at no cost to County.

SECTION I - FACILITY SPECIFICATIONS			
Data Category	**Central Jail Complex**	**Theo Lacy Facility**	**Western Medical Ward**
Average Daily Population (ADP):	1,334	2,028	11
Number of Beds:	1,813	3,442	11
Facility Type:	Sheriff Facility	Sheriff Facility	Sheriff Facility
Inmate Type:	County	County	County
Call Time Limit:	30 Minutes	30 Minutes	30 Minutes
Hours of Availability for Inmate Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Hours of Availability for Booking Telephones:	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.	12:00 a.m. - 11:59 p.m.
Inmate Telephones Required:	316	302	0
Required Telephone Cord Length (Inmate Telephones):	18"	18"	N/A
Visitation Telephones Required:	182 (91 stations)	212 (106 stations)	0
Required Telephone Cord Length (Visitation Telephones):	32"	32"	N/A
Portable Phones Required:	3	3	2 Cordless
TDD Devices Required:	1	2	1
VRS Units Required:	1	1	0
Inmate Video Visitation Stations Required:	87	63	0
Required Cord Length (Inmate Video Visitation Stations):	18"	18"	N/A
Required VVS Control Workstations:	3	2	N/A
Required Tablets at capacity (2:1 ratio as outlined in **Section G – Tablet Requirements**):	907	1,721	0
Initial Number of Tablets Required at Installation (including 10% backstock):	734	1,115	0

Remaining Number of Tablets installed based on ADP capacity:	264	778	0
Required Charging Stations:	36	69	0
Required Kiosks (Lobby):	1	1	0
Cell Phone Detector Units:	5	5	N/A
Required Kiosks (Booking):	1	1	N/A
Required Kiosks (Registration)	1	1	N/A
Data Category	**Juvenile Hall**	**Youth Guidance Center and Leadership Academy**	**INTENTIONALLY LEFT BLANK**
Average Daily Population (ADP):	110	65	
Number of Beds:	325	325	
Facility Type:	Probation Facility	Probation Facility	
Inmate Type:	County	County	
Call Time Limit:	30 Minutes	30 Minutes	
Hours of Availability for Inmate Telephones:	07:00 p.m. - 08:30 p.m.	07:00 p.m. - 08:30 p.m.	
Hours of Availability for Booking Telephones:	N/A	N/A	
Inmate Telephones Required:	72	72	
Required Telephone Cord Length (Inmate Telephones):	18"	18"	
Visitation Telephones Required:	0	0	
Required Telephone Cord Length (Visitation Telephones):	N/A	N/A	
Portable Phones Required:	N/A	N/A	
TDD Devices Required:	1	1	
VRS Units Required:	0	0	
Inmate Video Visitation Stations Required:	0	0	
Required Cord Length (Inmate Video Visitation Stations):	N/A	N/A	
Required VVS Control Workstations:	N/A	N/A	
Required Tablets:	0	0	
Required Charging Stations:	0	0	
Required Kiosks (Lobby):	0	0	
Cell Phone Detector Units:	TBD	TBD	
Required Kiosks (Booking):	N/A	N/A	
Required Kiosks (Registration)	N/A	N/A	

ATTACHMENT B
RATES AND FEES

Any additional fees to be charged to inmates or visitors must be approved by County prior to implementation. County and Contractor shall mutually agree on the method of revenue share due to County associated with the additional charges/fees. Unapproved fees and/or charges are subject to liquidated damages as specified in the Contract, **Additional Terms and Conditions, #30**.

ITS REQUIRED CALLING RATES		
Category	**Per Minute Rate**	**Maximum Cost of Call (30 Minutes)**
Local/In-State, and Interstate		
Collect/Direct Bill/Debit/Pre-Paid Collect	$ 0.07	$ 2.10
International		
Collect/Direct Bill/Debit/Pre-Paid Collect	$0.14 + applicable international wholesale carrier charges. International collect is not supported.	$ 4.20 + Pass-through Only (No Mark Up Allowed)
Inbound Voicemail	$ 1.00 .	N/A
TDD Calls	$ 0.00	N/A
ITS REQUIRED FEES		
Fee Type	**Amount**	**Frequency**
Pre-Paid Collect Funding Fee		
Third Party	Not to exceed $6.95	Pass Through Only
REQUIRED VVS RATES		
Category	**Per Minute Rate**	**Avg. Cost/Visit 30 Minutes**
30-Minute Remote Video Visitation Session:	$ 0.30	$ 9.00
All Other Fees:	Not Allowed	
TABLET CONTENT ACCESS RATES		
Category	**Fee Name**	**Fee Amount**
Educational Content	N/A	$ 0.00
Religious Content	N/A	$ 0.00
Inmate Grievances/Requests	N/A	$ 0.00
Law Library	N/A	$ 0.00
Commissary Ordering	N/A	$ 0.00
Electronic Messages (End-User)	Per-Message Fee	$ 0.25
Video Messages (End-User)	Per-Message Fee	$ 0.25
Entertainment Media - Games	Per-Minute Fee	$ 0.05
Entertainment Media - Movies	Per-Minute Fee	$ 0.05

Entertainment Media - Music	Per-Minute Fee	$	0.05
Entertainment Media - Streaming	Per-Minute Fee	$	0.05

ELECTRONIC TRUST FUNDING FEES*	
Cash Deposits (Lobby Kiosk)	
$0.01-$50.00	$2.49
$50.01-$200.00	$2.95
Web/Mobile/IVR Deposits	
$0.01-$100.00	$3.99
$100.01-$200.00	$4.99
Cash Walk-in-Retail	
$0.01-$200.00	$3.95

* Cost recovery only and not factored into revenue share

ATTACHMENT C
REVENUE SHARING AND COST RECOUPMENT

This is a Revenue Sharing Contract between the County and the Contractor for service provided in **Attachment A, Scope of Work**. Contractor shall pay revenue to the County as follows:

Contractor shall pay, on a monthly basis, the greater of a Minimum Monthly Guarantee ("MMG") or a revenue share calculated on Gross Revenue, as defined in **Attachment A, Scope of Work**, **Section A (General Conditions)**, by the 15th of the month immediately following the month in which the revenue was earned.

In addition, Contractor shall pay the County $50,000.00 per month s an administrative payment to recover County's internal and external costs associated with management of inmate communications, which is due and payable on the 15th of each month concurrently with the monthly revenue.

Contractor and County shall evaluate Gross Revenue generated through all communications services annually, or more frequently if requested by the County, to identify fluctuations in Gross Revenue. Both parties agree to negotiate additional revenue share amounts in response to identified increases in Gross Revenue, but at no point throughout the life of the Contract shall the Revenue Share amounts fall below those identified below without written approval from the County. Upon execution of the Contract, Contractor and County shall establish a mutually agreed upon baseline of Gross Revenues for which to base subsequent annual evaluations off of.

Revenue Share and Administration Fee Payment			
Category		**Amount**	**Frequency**
ITS Revenue Share (%)		64%	Monthly
Inbound Voicemail Revenue Share (%)		50%	Monthly
VVS Revenue Share (%)		25%	Monthly
Tablet Media Revenue Share (%)		25%	Monthly
Monthly Administration Fee Payment	$	50,000.00	Monthly
ITS Monthly Minimum Guarantee	$	83,333.33	Monthly

Revenue share and administrative payments shall be sent by Contractor to the County at the following address:

County of Orange
Sheriff-Coroner/Financial Services Division
320 N Flower St., Suite 108
Santa Ana, CA 92703
Attn: Cindy Vuong
Ph: 714.834.6787

ATTACHMENT D
COUNTY SUPPLIED ITEMS AND ASSISTANCE

1. At County's sole discretion, County will furnish Contractor the following:

   a. County will mail copies of the applicant's complete background packet.

2. The following items will be discussed in detail with County representatives in initial project kick-off meeting. These are in addition to general personnel support needs (e.g., participation in Project Planning meetings) included in the Implementation Plan. Since GTL ITS is already installed and functioning in Sheriff Facilities, the information and other support required from the County is greatly reduced from a new installation.

   Pre-Installation Logistics

   For each facility, the Sheriff will provide the following information:
   - What clearance process must be completed for a site survey?
   - What clearance process must be completed for an installation crew?
   - What clearance process must be completed for a training/go-live crew?
   - What hours are the installation crew permitted to be onsite?
   - Does the facility permit overnight tool storage in a secure location within the facility?
   - Does the facility permit parking of installation trailers in a secure location at the facility?
   - What is the receiving and storage process of GTL-provided equipment? Can the Sheriff store equipment the week before and for the duration of the installation?

   LAN (Network Install and Testing)

   For each facility, the Sheriff shall provide the following information (in relation to new systems to be installed):
   - Whether County has dark fiber or available copper from MDF to all IDF
   - IDF locations along with space & power available and environmental conditions
   - Whether IDF is within 300' cable run feet of the WAP and In-Pod Kiosk placements
   - If existing cabling from IDF to living pods will be reused, what CAT specification is in place and how far from IDF?
   - Whether Wireless Access Points & Flex Link in-pod kiosks can be installed with Power-Over-Ethernet (POE) provided from the switch in the IDF

   In-pod installation
   - Housing unit list with ADP, Bed Count, Classification, and relevant device (Kiosk, Tablet) Counts
   - IDF will provide data and power via ethernet cabling to WAP and Kiosks Any security requirements for installing WAP and Kiosks?
     - Any customer requirements for installing new or using existing devices?
     - Union requirements for cabling or for equipment install?
     - Code requirements?

3. Contractor does not require any County furnished equipment, materials or facilities other than the aforementioned applicant background packets and information.

3. ATTACHMENT E
IMPLEMENTATION PLAN

ATTACHMENT F
SERVICE EXCALATION MATRIX

Priority 1	50% or more of the service at a single site or housing unit is out of service, any call processor or node failure, any failure in call restriction functions, any data and/or security breach incidents, any system failure resulting in the recording of calls previously set as private/do not record, or any other condition that renders the system incapable of performing all its normal functions. • Response time is less than one (1) hour. • Resolution time is less than three (3) hours without site visit. • Resolution time is less than six (6) hours with a site visit.
Priority 2	25%-50% of the service at a single site or housing unit is out of service or any device that has an impact on the site's ability to conduct normal business. The sequestration of call recordings to private call numbers not previously verified as private/do not record, but who have since been verified as belonging to an attorney. • Response time is less than two (2) hours. • Resolution time is less than six (6) hours without site visit. • Resolution time is less than ten (10) hours with a site visit.
Priority 3	0%- 25% of the service at a single site or housing unit is out of service, local exchange or area code issues or PIN administrative issues that have a limited impact on ability to conduct normal business • Response time is less than two (2) hours. • Resolution time is less than six (6) hours without a site visit. • Resolution time is less than fourteen (14) hours with a site visit.
Priority 4	Items that are on a software fix list or related to administrative issues that are informational or non-service affecting conditions or not business critical. • Response time is less than four (4) business hours. • Resolution time is less than twenty-four (24) business hours w/o site visit. • Resolution time is less than twenty-four (24) business hours with site visit.

Severity	Work Order Update
P-1	Every 2 hours
P-2	Every 4 hours
P-3	Every 6 hours
P-4	Every 8 hours
N/A	As Needed

Priority of any service escalation can be lowered with County's written approval.

Trouble Escalation Path/ Authority Levels

Escalation Level	Escalation Personnel
Level 1	On-Site Technicians
Level 2	Edward Hamrick Field Services Manager
Level 3	Eric Hoffman Field Service Director
Level 4	Ken McNiel Associate Vice President of Field Services
Level 5	Aaron Webster SVP, Service Excellence
Level 6	Rick White Chief Operations Officer
Level 7	Deb Alderson Chief Executive Officer

Security Incidents

All of Contractor's employees are part of the security team and therefore are expected to monitor for and report any suspicious activities to the Information Security Department. This includes strange emails, unexpected results from applications/servers (e.g., locked accounts, server reboots, memory allocation errors, etc.), suspicious individuals on site, etc. The Information Security Department will evaluate potential cyber security incidents in relation to current and potential technical effect, business impact and criticality of the affected resources. Below are the four unique severity levels and criteria related to Security Incidents. The Severity Level for a specific incident, may be lowered with approval from the County.

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Severity Level	Criteria
Level 1 – High/Critical	1) An active attack has been discovered on the system or network. (e.g., denial of service or rapidly spreading malicious code) 2) Serious attempt or actual breach of security (e.g., multi-pronged attack, denial of service attempt, virus infection of a critical system or the network, successful buffer/stack overflow, or where a perpetrator maliciously attacked our systems and as a result obtained sensitive data. 3) Components compromised that store or process such data (e.g., broken lock, stolen papers) or a second, recurring Level 2 attack. 4) It has been determined that other organizations' systems are affected, such as business partners or outside organizations. 5) It has been determined that the resources involved are in the critical or high categories. (This would include any system in one of the secure Contractor network segments.) 6) The incident has an impact or potential impact of a Financial loss; b Loss or compromise of data; c Violation of legislation/regulation; or d Damage to the integrity or delivery of critical goods, services, or information
Level 2 - Medium	1) One instance of a clear attempt to obtain unauthorized information or access (e.g., attempted download of secure password files, attempt to access restricted areas, single computer successful virus infection on a non-critical system, unauthorized vulnerability scan) or a second, recurring Level 3 attack. 2) Any Level 3 incident relating to systems storing sensitive or confidential data or originating from unauthorized internal systems should be re-classified as a Level 2. 3) It has been determined that the data involved is classified as publicly available.

	4) The breach has been contained and downgraded from a Level 1 attack, but the vulnerability that caused the incident has not been determined or mitigated.
Level 3 - Low	1) One instance of potentially unfriendly activity (e.g., finger, unauthorized telnet, port scan, corrected virus detection, unexpected performance peak). 2) The breach has been contained or the incident has been resolved, resulting in no risk to the company.
Level 4 - Unknown	1) Should be used when none of the other severity levels or criteria can be met or determined. 2) Any attempted attack or unauthorized intrusion that was unsuccessful/blocked by a security control or process.

Requirements for notifications, updates, and mitigation after an Incident are more fully set forth below and in Additional Terms and Conditions, Paragraphs 39 through 41.

Trouble Escalation Path/ Authority Levels

Reporting Requirements	
Reporting Requirement	The employee that detected the security incident is responsible for notifying the Contractor's VP of Information Security within thirty (30) minutes of detection.
Escalation	If the security incident is deemed a threat by the Contractor's VP of Information Security, the security team will begin remediating the vulnerability immediately and will inform the Contractor's COO within 30 minutes of being reported of the potential security incident.
Escalation Level Involvement	Based on the determined risk of the incident, the Contractor's COO may make the Contractor's CEO aware of the Security Incident.

Attorney Recordings

The identification of a recorded attorney telephone call is a high priority incident, even if it's one call. Below is the escalation path to raise awareness of the recorded call and ensure it is dealt with promptly and appropriately to the County's satisfaction. There will be parallel communication with the Legal department to engage once the alleged recording is identified.

Escalation Level	Escalation Personnel
Level 1	Edward Hamrick Field Services Manager
Level 2	Eric Hoffman Field Service Director
Level 3	Ken McNiel Associate Vice President of Field Services
Level 4	Aaron Webster SVP, Service Excellence
Level 5	Rick White Chief Operations Officer

Upon the confirmed identification of a previously unidentified recorded attorney call, a ticket will be raised with Technical Support to sequester the call(s) in question. Technical Support will sequester the call(s) within 24 hours of receipt of the ticket. County's authorized personnel shall be notified immediately, but no later than one business day after identification of the alleged recording.

Data Breach

Contractor uses a Security Information and Event Management (SIEM) tool to centrally capture and protect the logs of critical production assets. The employee that detects a Security Incident, is responsible for notifying Contractor's VP of Information Security within thirty (30) minutes of detection. Contractor's Security Department will immediately report any resulting Data Breach to, and work together with, the County's authorized personnel to provide appropriate information in understanding the impact of the Data Breach, including ongoing reports as is set forth in Additional Terms and Conditions, Paragraph 39.

If the Security Department reasonably believes that a Security Incident has resulted in data being accessed by unauthorized persons, the incident will be classified as Level 1 and in addition to carrying out the tasks described below and in Additional Terms and Conditions, Paragraph 39, the Security Department will immediately notify the Chief Operations Officer

("COO"). The COO will then designate an incident response team comprised of personnel from both the Information Security and, as well as any other personnel that the VP of Information Security deems appropriate.

Under the management of the COO, this incident response team will work to make certain that Contractor's response to an incident involving a Data Breach is consistent with any applicable state and federal laws related to these types of incidents, including any security breach notification laws.

1. Contain, Eradicate, Recover, and perform Root Cause Analysis
2. Complete the Incident Response Form (See Standard Operating Procedure (SOP) SEC-004003)
3. If the incident involved credit card systems, the Acquirer and applicable card associations must be notified.
4. Individuals whose personal data was, or is reasonably believed to have been, acquired by unauthorized persons shall be notified pursuant to CA Civil Code section 1798.82 and all other applicable laws.
5. Contain the intrusion and decide what action to take. Consider unplugging the network cables, applying highly restrictive ACLs, deactivating, or isolating the switch port, deactivating the UserID, terminating the User's session/change password etc.
6. Collect and protect information associated with the intrusion via offline methods. If forensic investigation is required, the Information Security Department will work with the Legal Department and management to identify appropriate, independent, industry-recognized forensic specialists.
7. Notify Contractor's senior management of the situation and maintain notification of progress at each following step.
    - Eliminate the intruder's means of access and any related vulnerabilities.
    - Research the origin of the connection.
    - Contact ISP and ask for more information regarding attempt and intruder, reminding them of their responsibility to assist in this regard.
    - Research potential risks related to or damage caused by intrusion method used.

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Trouble Escalation Path/ Authority Levels

Reporting Requirements	
Reporting Requirement	The employee that detected the data breach is responsible for notifying the Contractor's VP of Information Security within thirty (30) minutes of detection.
Escalation	If the data breach is deemed a threat by the Contractor's VP of Information Security, the security team will begin remediating the vulnerability immediately and will inform the Contractor's COO within 30 minutes of being reported of the potential data breach.
Escalation Level Involvement	Based on the determined risk of the incident, the Contractor's COO may make the Contractor's CEO aware of the Data Breach.

ATTACHMENT G

TOOL CONTROL POLICY

Orange County Sheriff's Department Tool Control Policy

Tool Control Guidelines for Contractors Working in Correctional Facilities

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to, and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed, will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: Name: WO#

*Security staff must initial and write down their badge number for both the in and out inventory.

Tool / Id #	In	Out
1)	☐	☐
2)	☐	☐
3)	☐	☐
4)	☐	☐
5)	☐	☐
6)	☐	☐
7)	☐	☐
8)	☐	☐
9)	☐	☐
10)	☐	☐
11)	☐	☐
12)	☐	☐
13)	☐	☐
14)	☐	☐
15)	☐	☐
16)	☐	☐
17)	☐	☐
18)	☐	☐
19)	☐	☐
20)	☐	☐
21)	☐	☐
22)	☐	☐
23)	☐	☐
24)	☐	☐
25)	☐	☐
26)	☐	☐
27)	☐	☐
28)	☐	☐

ATTACHMENT H

LABOR AND MATERIAL PAYMENT BOND / PERFORMANCE BOND

County of Orange
Orange County Sheriff-Coroner Department

FAITHFUL PERFORMANCE BOND

BOND NO. _____

(The premium charged on this bond is $_____, being at the rate of $_____ per thousand of the Contract price.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated _____ reinafter called "Contract," with

_____
(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:

_____

_____; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract, and,

NOW, THEREFORE, WE, the Principal, and

_____
(Name and Address of Surety (ies))

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included cost and reasonable expenses and fees incurred by COUNTY in successfully enforcing such obligation, all to be taxed as cost and included in any judgment rendered. And the said Surety (ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

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

By _____
Deputy

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY (ies)

By _____

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.

County of Orange
Orange County Sheriff-Coroner Department

LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

_____
(Contractor's Name and Address)

hereinafter called "Contractor," a contract for the work described as follows:

_____

_____
hereinafter called "Contract"; and,

WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth; and,

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

_____
[Name and Address of Surety (ies)]

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of

_____ Dollars ($_____), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of California Civil Code 9550 et. seq., and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety(ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety (ies) will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by COUNTY in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety(ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

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

By _____
Deputy

Dated _____

CONTRACTOR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY(IES)

By _____

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) Two people must sign the document. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.
Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.

AMENDMENT NUMBER SEVEN TO CONTRACT MA-060-15010542 BETWEEN THE COUNTY OF ORANGE AND GLOBAL TEL*LINK CORPORATION

This AMENDMENT NUMBER SEVEN to Contract Number MA-060-15010542 (hereinafter "AMENDMENT SEVEN") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY"), and Global Tel * Link Corporation (hereinafter "CONTRACTOR"), with a business address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, is made upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a CONTRACT for Inmate Telephone Services on November 25, 2014 (hereinafter "ORIGINAL CONTRACT") for a three (3) year term of November 25, 2014 through and including November 24, 2017;

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Reportand Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates, charges, fees, and other requirements; and

WHEREAS, COUNTY and CONTRACTOR retroactively modified the ORIGINAL CONTRACT on October 17, 2017 in order to implement the FCC mandated rates, charges, fees and other requirements, as further provided below effective June 20, 2016; and

WHERES, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE") for a one-year term of November 25, 2017 through and including November 24, 2018; and

WHEREAS, COUNTY renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER TWO") for a six month term of November 25, 2018 through and including May 24, 2019; and

WHEREAS, the Orange County Board of Supervisors ("Board"), at the November 6, 2018 Board Meeting, delegated the authority to the Orange County Sheriff's Department to execute on behalf of COUNTY an additional six month extension with the option to renew for an additional six month period; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a term of May 25, 2019 through and including November 24, 2019, with the option to renew for an additional six month period, and COUNTY and CONTRACTOR amended Paragraph P., Insurance Provisions, of the ORIGINAL CONTRACT in its entirety, and

amended Paragraph S., Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein (hereinafter "AMENDMENT NUMBER THREE"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a six month term of November 25, 2019 through and including May 24, 2020 (hereinafter "AMENDMENT NUMBER FOUR"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a one-year term of May 25, 2020 through and including May 24, 2021 (hereinafter "AMENDMENT NUMBER FIVE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for a one-year term of May 25, 2021 through and including November 24, 2021 (hereinafter "AMENDMENT NUMBER SIX");

WHEREAS, the California Public Utilities Commission's (CPUC) issued an adoption of caps on phone rates for incarcerated individuals on Thursday, August 19, 2021, as well as the Federal Communications Commission's (FCC) adoption of its final rule regarding rates for interstate inmate calling services published on July 28, 2021, which mandated rates, charges, fees, and other requirements; and

WHEREAS, COUNTY and CONTRACTOR desire to retroactively modify the ORIGINAL CONTRACT in order to implement the CPUC mandated rates, charges, fees and other requirements, as further provided below effective October 7, 2021; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a six month term of November 25, 2021 through and including May 24, 2022 and the CONTRACTOR has agreed to provide the services as set forth in AMENDMENT NUMBER SEVEN, as amended;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section "Term of Contract", of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 11/25/14 through and including 5/24/22 unless otherwise terminated by County. The period of 11/25/14 through and including 11/24/17 shall be known as Contract number MA-060-15010542. The period of 11/25/17

through and including 11/24/18 shall be known as Contract number MA-060-18010006. The period of 11/25/18 through and including 5/24/19 shall be known as Contract number MA-060- 19010051. The period of 5/25/19 through and including 11/24/19 shall be known as Contract Number MA-060-19011730. The period of 11/25/19 through and including 5/24/20 shall be known as Contract number MA-060-20010498. The period of 5/25/20 through and including 5/24/22 shall be known as Contract number MA-060-20011176. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

b. Additional Terms and Conditions, paragraph #27, Revenue Sharing and Commission Payments shall read in its entirety as follows:

27. **Administrative Payments:** Effective October 7, 2021, lieu of a Minimum Annual Guarantee (MAG)/Minimum Monthly Guarantee (MMG) and an Administration Fee, Contractor shall pay the County a Site Administrative Payment of Seven Hundred Twenty Thousand Dollars ($720,000) per year, which equates to Sixty Thousand Dollars ($60,000) per month. Payments shall be made to the County in equal monthly installments. Payments shall be due and payable in advance on the first business day of each month (except for prorated payment in the event that the Contract begins or ends on a day other than the first day of the month).

c. Attachment A, Scope of Work, Section C., Call Detail and Management Reporting #17 Call Charges and Fees is deleted and replaced in its entirety as follows:

17. Call Charges and Fees

On October 7, 2021, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Contract shall be deemed revised without further action by the Parties, and shall be implemented compliant with the CPUC and FCC rules and regulations, as follows:

A. Inmate Telephone Services.

Intrastate and Interstate ITS calls made using a collect, debit, prepaid/AdvancePay™ format: $ 0.07 per minute of use with a maximum cost of a call of $2.10 for 30 minutes.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format shall not exceed $0.14 + applicable international wholesale carrier charges. Rates shall be published on the Contractor's website. The maximum cost of a 30 minute call shall be $4.20 + pass-through only (no mark-up

allowed).

No per call, per connection, or flat rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

Transaction Fees. Contractor may charge certain Transaction Fees in accordance with the following schedule. These Transaction Fees are cost recovery in nature and are not considered revenue by Contractor therefore no commission is paid on these fees.

Account Transaction Fees	Amount
Fee for automated payment for credit card, debit card, and bill processing fees	$0.00
Fee for payment using live operator	$0.9500
Fee for paper bill/statement	$0.00
Single call	$0.00
Fee for use of third party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third party commissary accounts)	The exact fee from the third party provider passed through directly to customer with no markup, not to exceed $6.95

Penalties

Severity Level	**Severity Examples Level (Inmate Use)**	**Severity Examples Level (Monitoring)**	**Response Time**	**Expected Resolution Time**	**Fine Per partial/full day**
Critical	Server or Carrier unavailable or major service interruptions involving 30% or more	Server Unavailable or major service interruptions Recording or monitoring	1 Hour	8 Hours	>8 but <48 hours 000.00 >48 but <72 hours $1,500.00

	of the system	have stopped			>72 hours $2,500.00 Second Occurrence or more in same contract year $5,000
Severe	Service interruptions affecting 25% 30% of the inmates/wards housed in a single unit	Sound quality is distorted or workstation non functional	4 Hours	24 Hours	>24 but <48 hours $500.00 >48 but <72 hours $1,000.00 >72 hours $1,500.00
Minor	Single phone out of service but other phones remain available and functional	System responses have slowed or keyboard is malfunctioning	8 Hours	Hours	>40 but <72 hours $100.00 >72 hours $300.00
Cosmetic	Damage to phone but phone is still functional	Keyboard is sticking	24 Hours	Hours	>80 hours $100.00

c. ATTACHMENT C, Revenue Sharing and Payment of the ORIGINAL CONTRACT is deleted and replaced in its entirety with Attachment C, Payments, as follows:

Contractor shall pay the County in accordance with the provisions of Paragraph 27 "Site Administrative Payments" in the Contract, as follows:

Contractor shall pay the County a Site Administrative Payment of $60,000 per month, in advance, by the first business day of each month.

Payment for October 2021 shall be prorated as follows:

September 26, 2021-October 6, 2021
Monthly MMG of $264,000 / 30 days in fiscal October x 11 days = $96,800
Administration Fee of $42,833.33 / 30 days in fiscal October x 11 days = $15,705.55

October 7, 2021-October 25, 2021
Site Administrative Payment of $60,000 / 30 days in fiscal October x 19 days = $38,000

Revenue payments and/or the certification shall be sent by Contractor to the County at the following address:

Sheriff-Coroner Department
Financial Services
320 N. Flower Street
Santa Ana, CA 92703
Attn: Accounts Receivable

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.

4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.

5. A true and correct copy of AMENDMENT NUMBER THREE is attached hereto as Exhibit D and incorporated by this reference.

6. A true and correct copy of AMENDMENT NUMBER FOUR is attached hereto as Exhibit E and incorporated by this reference.

7. A true and correct copy of AMENDMENT NUMBER FIVE is attached hereto as Exhibit F and incorporated by this reference.

8. A true and correct copy of AMENDMENT NUMBER SIX is attached hereto as Exhibit G and incorporated by this reference.

9. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBERS ONE through SIX, except as amended herein and to the extent they are not inconsistent

with this AMENDMENT NUMBER SEVEN, remain unchanged and in full force and effect.

- Signature Page to Follow -

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*: GLOBAL TEL*LINK CORPORATION

Signature _____

_____
Print Name

_____
Title

Date _____

Signature _____

_____
Print Name

_____
Title

Date _____

* If the contracting party is a corporation, **(2) two signatures are required**: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

****

COUNTY OF ORANGE,
a political subdivision of the State of California

By _____ Title _____

Print Name _____ Date _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

~~EXHIBIT A~~

~~ORIGINAL CONTRACT (Contract Number MA-060-15010542)~~

~~EXHIBIT B~~

~~AMENDMENT NUMBER ONE (Contract Number MA-060-18010006)~~

~~EXHIBIT C~~

~~AMENDMENT NUMBER TWO (Contract Number MA-060-19010051)~~

~~EXHIBIT D~~

~~AMENDMENT NUMBER THREE (Contract Number MA-060-19011730)~~

~~EXHIBIT E~~

~~AMENDMENT NUMBER FOUR (Contract Number MA-060-20010498)~~

~~EXHIBIT F~~

~~AMENDMENT NUMBER FIVE (Contract Number MA-060-20011176)~~

~~EXHIBIT G~~

~~AMENDMENT NUMBER SIX (Contract Number MA-060-20011176)~~

Title 15 Minimum Standards For Local Detention Facilities

Title 15-Crime Prevention and Corrections

Division 1, Chapter 1, Subchapter 4

Effective January 1, 2019

STATE OF CALIFORNIA
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, STE 200 ♦ SACRAMENTO CA 95833 ♦ WWW.BSCC.CA.GOV

manufacture or use of weapons, narcotics, or explosives; or any other unlawful activity;
(3) open and inspect any publications or packages received by an inmate; and
(4) restrict the number of books, newspapers, periodicals, or writings the inmate may have in his/her cell or elsewhere in the facility at one time.

(b) The facility administrator of a Type I facility shall develop and implement a written plan to make available a daily newspaper in general circulation, including a non-English language publication, to assure reasonable access to interested inmates.

Note: Authority cited: Section 6030, Penal Code. Reference: Sections 6030, Penal Code.

§ 1067. Access to Telephone.

The facility administrator shall develop written policies and procedures which allow reasonable access to a telephone beyond those telephone calls which are required by Section 851.5 of the Penal Code.

Note: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1068. Access to the Courts and Counsel.

The facility administrator shall develop written policies and procedures to ensure inmates have access to the court and to legal counsel. Such access shall consist of:

(a) unlimited mail as provided in Section 1063 of these regulations, and,
(b) confidential consultation with attorneys.

Note: Authority cited: Section 6030, Penal Code. Reference: Section 6030, Penal Code.

§ 1069. Inmate Orientation.

(a) In Type II, III, and IV facilities, the facility administrator shall develop written policies and procedures for the implementation of a program reasonably understandable to inmates designed to orient a newly received inmate at the time of placement in a living area. Such a program shall be published and include, but not be limited to, the following:

(1) correspondence, visiting, and telephone usage rules;
(2) rules and disciplinary procedures;
(3) inmate grievance procedures;
(4) programs and activities available and method of application;
(5) medical services;
(6) classification/housing assignments;
(7) court appearance where scheduled, if known;
(8) voting, including registration; and,
(9) zero tolerance policy against sexual abuse and sexual harassment.

Score Range - Top	5	[1]
Score Range - Bottom	0	[2]

Number of Panel Members	5	[3]

Company Names		**OCLSB Eligible**	
Global Tel*Link Corporation	[4]		[5]
IC Solutions Advanced Technologies			
Securus Technologies LLC			
Company 4			
Company 5			
Company 6			
Company 7			
Company 8			
Company 9			
Company 10			

Criteria	**Weight**	
Written Criteria	**80%**	[6]
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology	25%	
Financial Transparency: Offeror Information, Validation, Available Options, End-User Payment Options, References	10%	
Service: Disaster Recovery, Offeror Personnel, County Service Maintenance	15%	
Overall Compliance/Exceptions: RFP and Contract Terms	5%	
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal	25%	
Written Proposal Evaluation - Must Equal 100%	**80%**	
Oral Criteria	**20%**	[7]
Technology Presentation: County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.	100%	

Instructions

Revised: 7.16.2020

*** * * Only complete the sections highlighted in blue * * ***

[1], [2] - Set your score range. Typically 0-5 with
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor;
0 = Unacceptable

[3] - Set the number of panel members who will be reviewing the submissions

[4] - Enter the names of the companies

[5] - Mark cell with a lower case "x" if company is OCLSB eligible

[6] - Select your written criteria rating. If no oral criteria set this to 100%

[7] - Select your oral criteria rating.

[8] - No action required: a five percent (5%) automatically is added to all eligibile OCLSBs

Oral Proposal Evaluation - Must Equal 100%	**100%**
Grand Total - Must Equal 100%	**84%**

OCLSB	Grand Total	Final Total
Global Tel*Link Corporation	70.7	70.7
IC Solutions Advanced Technologies	65.3	65.3
Securus Technologies LLC	67.4	67.4
Company 4	0.0	0.0
Company 5	0.0	0.0
Company 6	0.0	0.0
Company 7	0.0	0.0
Company 8	0.0	0.0
Company 9	0.0	0.0
Company 10	0.0	0.0

[8]

Final Scoring Summary
RFP #060-C021597-LQ - RFP Inmate Communication Services

Evaluation Criteria	Weight	Proposer: Global Tel*Link Corporation										Score	Weighted
Written Criteria	**80%**	**Panel #1**		**Panel #2**		**Panel #3**		**Panel #4**		**Panel #5**		**Percentage**	**Score**
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installa	25%	4	20	4	20	4	20	4	20	4	20	20	16
Financial Transparency: Offeror Information, Validation, Available Options, E	10%	4	8	4	8	4	8	5	10	5	10	9	7
Service: Disaster Recovery, Offeror Personnel, County Service Maintenance	15%	4	12	4	12	4	12	5	15	5	15	13	11
Overall Compliance/Exceptions: RFP and Contract Terms	5%	3	3	3	3	3	3	4	4	4	4	3	3
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/A	25%	4	20	4	20	4	20	4	20	4	20	20	16
Written Proposal Evaluation - Must Equal 100%	**80%**	19.0	63.0	19.0	63.0	19.0	63.0	22.0	69.0	22.0	69.0	65.4	52.3
Oral Criteria	**20%**	**Panel #1**		**Panel #2**		**Panel #3**		**Panel #4**		**Panel #5**			
Technology Presentation: County reserves the right to require Technology Pr	100%	4	80	5	100	4	80	5	100	5	100	92	18
Oral Proposal Evaluation - Must Equal 100%	**100%**	4.0	80.0	5.0	100.0	4.0	80.0	5.0	100.0	5.0	100.0	92.0	18.4
Grand Total - Must Equal 100%	**84%**												70.7

Evaluation Criteria	Weight	Proposer: IC Solutions Advanced Technologies										Score	Weighted
Written Criteria	**80%**	**Panel #1**		**Panel #2**		**Panel #3**		**Panel #4**		**Panel #5**		**Percentage**	**Score**
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installa	25%	4	20	3	15	4	20	3	15	4	20	18	14
Financial Transparency: Offeror Information, Validation, Available Options, E	10%	4	8	4	8	4	8	4	8	4	8	8	6
Service: Disaster Recovery, Offeror Personnel, County Service Maintenance	15%	4	12	3	9	3	9	3	9	3	9	10	8
Overall Compliance/Exceptions: RFP and Contract Terms	5%	3	3	3	3	3	3	3	3	3	3	3	2
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/A	25%	5	25	5	25	5	25	5	25	5	25	25	20

Written Proposal Evaluation - Must Equal 100%	**80%**	20.0	68.0	18.0	60.0	19.0	65.0	18.0	60.0	19.0	65.0	63.6	50.9
Oral Criteria	**20%**	**Panel #1**		**Panel #2**		**Panel #3**		**Panel #4**		**Panel #5**			
Technology Presentation: County reserves the right to require Technology Pr	100%	3	60	4	80	4	80	4	80	3	60	72	14
Oral Proposal Evaluation - Must Equal 100%	**100%**	3.0	60.0	4.0	80.0	4.0	80.0	4.0	80.0	3.0	60.0	72.0	14.4
Grand Total - Must Equal 100%	**84%**												65.3

Evaluation Criteria	Weight	Proposer: Securus Technologies LLC										Score	Weighted
Written Criteria	**80%**	**Panel #1**		**Panel #2**		**Panel #3**		**Panel #4**		**Panel #5**		**Percentage**	**Score**
Core Technologies: ITS, VVS, and Tablet Platforms, Equipment and Installa	25%	4	20	4	20	5	25	4	20	4	20	21	17
Financial Transparency: Offeror Information, Validation, Available Options, E	10%	4	8	4	8	4	8	4	8	4	8	8	6
Service: Disaster Recovery, Offeror Personnel, County Service Maintenance	15%	4	12	4	12	4	12	4	12	4	12	12	10
Overall Compliance/Exceptions: RFP and Contract Terms	5%	4	4	4	4	4	4	5	5	4	4	4	3
Cost Proposal: Rates, Fees, Revenue Share/Cost Recoupment, Alternative/A	25%	3	15	3	15	3	15	3	15	3	15	15	12
Written Proposal Evaluation - Must Equal 100%	**80%**	19.0	59.0	19.0	59.0	20.0	64.0	20.0	60.0	19.0	59.0	60.2	48.2
Oral Criteria	**20%**	**Panel #1**		**Panel #2**		**Panel #3**		**Panel #4**		**Panel #5**			
Technology Presentation: County reserves the right to require Technology Pr	100%	4	80	5	100	5	100	5	100	5	100	96	19
Oral Proposal Evaluation - Must Equal 100%	**100%**	4.0	80.0	5.0	100.0	5.0	100.0	5.0	100.0	5.0	100.0	96.0	19.2
Grand Total - Must Equal 100%	**84%**												67.4

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Global*Tel Link
Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	4	60
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Overall Compliance/Exceptions	**5**	3	15
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	5	125
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Technology Presentation	**20**	4	80
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		420
Total Weighted Possible Score			
Converted to 100 point score total			84

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: IC Solutions
Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
The use of tablets with programming will help our incentives used in the facilities. I would like to see more on the use of mail services			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	4	60
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Overall Compliance/Exceptions	**5**	3	15
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	4	100
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Technology Presentation	**20**	3	60
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		375

Total Weighted Possible Score	
Converted to 100 point score total	75

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Securus
Evaluator Number: 1

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	4	60
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Overall Compliance/Exceptions	**5**	4	20
RFP and Contract Terms			
Cost Proposal	**25**	3	75
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Technology Presentation	**20**	4	80
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		375
Total Weighted Possible Score			
Converted to 100 point score total			75

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Global*Tel Link
Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Notes:			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	4	60
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Notes:			
Overall Compliance/Exceptions	**5**	3	15
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	5	125
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Notes:			
Technology Presentation	**20**	5	100
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		440
Total Weighted Possible Score			
Converted to 100 point score total			88

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: IC Solutions
Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	3	75
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Notes:			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	3	45
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Notes:			
Overall Compliance/Exceptions	**5**	3	15
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	4	100
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Notes:			
Technology Presentation	**20**	4	80
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		355
Total Weighted Possible Score			
Converted to 100 point score total			71

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Securus
Evaluator Number: 2

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Notes:			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	4	60
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Notes:			
Overall Compliance/Exceptions	**5**	4	20
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	3	75
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Notes:			
Technology Presentation	**20**	5	100
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		395
Total Weighted Possible Score			
Converted to 100 point score total			79

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Global*Tel Link
Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**		0
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology		4	
Notes:			
Financial Transparency	**10**		0
Offeror Information, Validation, Available Options, End-User Payment Options, References		4	
Notes:			
Service	**15**		0
Disaster Recovery, Offeror Personnel, County Service Maintenance		4	
Notes:			
Overall Compliance/Exceptions	**5**		0
RFP and Contract Terms		3	
Notes:			
Cost Proposal	**25**		0
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal		5	
Notes:			
Technology Presentation	**20**		0
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.		4	
Notes: provided more than adequate presentation			
Respondent Total	100		0
Total Weighted Possible Score			
Converted to 100 point score total			0

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: IC Solutions
Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**		0
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology		4	
Notes:			
Financial Transparency	**10**		0
Offeror Information, Validation, Available Options, End-User Payment Options, References		4	
Notes:			
Service	**15**		0
Disaster Recovery, Offeror Personnel, County Service Maintenance		3	
Notes:			
Overall Compliance/Exceptions	**5**		0
RFP and Contract Terms		3	
Notes:			
Cost Proposal	**25**		0
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal		4	
Notes:			
Technology Presentation	**20**		0
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.		4	
Notes: p			
Respondent Total	100		0
Total Weighted Possible Score			
Converted to 100 point score total			0

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Securus
Evaluator Number: 3

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**		0
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology		5	
Notes:			
Financial Transparency	**10**		0
Offeror Information, Validation, Available Options, End-User Payment Options, References		4	
Notes:			
Service	**15**		0
Disaster Recovery, Offeror Personnel, County Service Maintenance		4	
Notes:			
Overall Compliance/Exceptions	**5**		0
RFP and Contract Terms		4	
Notes:			
Cost Proposal	**25**		0
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal		3	
Notes:			
Technology Presentation	**20**		0
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.		5	
Notes:			
Respondent Total	100		0
Total Weighted Possible Score			
Converted to 100 point score total			0

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Final

Proposer's Name: Securus
Evaluator Number: 4

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.

Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows:
5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	0
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Notes:			
Financial Transparency	**10**	4	0
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	4	0
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Notes:			
Overall Compliance/Exceptions	**5**	5	0
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	3	0
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Notes:			
Technology Presentation	**20**	5	0
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		0
Total Weighted Possible Score			
Converted to 100 point score total			0

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: IC Solutions Final
Evaluator Number: 4

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	3	0
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Notes:			
Financial Transparency	**10**	4	0
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	3	0
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Notes:			
Overall Compliance/Exceptions	**5**	3	0
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	4	0
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Notes:			
Technology Presentation	**20**	4	0
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		0
Total Weighted Possible Score			
Converted to 100 point score total			0

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Global*Tel Link Final
Evaluator Number: 4

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	0
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Notes:			
Financial Transparency	**10**	5	0
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Notes:			
Service	**15**	5	0
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Notes:			
Overall Compliance/Exceptions	**5**	4	0
RFP and Contract Terms			
Notes:			
Cost Proposal	**25**	5	0
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Notes:			
Technology Presentation	**20**	5	0
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Notes:			
Respondent Total	100		0
Total Weighted Possible Score			
Converted to 100 point score total			0

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Global*Tel Link
Evaluator Number: 5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Financial Transparency	**10**	5	50
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Service	**15**	5	75
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Overall Compliance/Exceptions	**5**	4	20
RFP and Contract Terms			
Cost Proposal	**25**	5	125
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Technology Presentation	**20**	5	100
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Respondent Total	100		470
Total Weighted Possible Score			
Converted to 100 point score total			94

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: IC Solutions
Evaluator Number: 5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Service	**15**	3	45
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Overall Compliance/Exceptions	**5**	3	15
RFP and Contract Terms			
Cost Proposal	**25**	4	100
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Technology Presentation	**20**	4	80
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Respondent Total	100		380
Total Weighted Possible Score			
Converted to 100 point score total			76

Preliminary Evaluation Scoring Sheet
RFP # 060-C021597-LQ
RFP Inmate Communication Services

Proposer's Name: Securus
Evaluator Number: 5

Weight: Each evaluation criteria is given a percent weight based on the importance to the Scope of Work.
Score: Scores ranging from 0 "Unacceptable to 5 "Excellent" are given for each criteria as follows: 5 = Excellent; 4 = Above Average; 3 = Average; 2 = Below Average; 1 = Poor; 0 = Unacceptable

CRITERIA	Weight (%)	Score (0-5)	Total (Weight X Score)
Core Technologies	**25**	4	100
ITS, VVS, and Tablet Platforms, Equipment and Installation Requirements, Technology Features and User Applications, Security Features, Monitoring, Recording and Data Requirements, Additional Technology			
Financial Transparency	**10**	4	40
Offeror Information, Validation, Available Options, End-User Payment Options, References			
Service	**15**	4	60
Disaster Recovery, Offeror Personnel, County Service Maintenance			
Overall Compliance/Exceptions	**5**	4	20
RFP and Contract Terms			
Cost Proposal	**25**	3	75
Rates, Fees, Revenue Share/Cost Recoupment, Alternative/Additional Proposal			
Technology Presentation	**20**	5	100
County reserves the right to require Technology Presentations to verify or expand on Offeror's proposal.			
Respondent Total	100		395
Total Weighted Possible Score			
Converted to 100 point score total			79

RECEIVED
2022 MAY -2 PM 4:43
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 1
May 10, 2022

MEMORANDUM

May 2, 2022

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, May 10, 2022, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Orange County Flood Control District v. Frank Jude Lizarraga, Jr., et al.*
> San Bernardino Superior Court Case No. CIVSB2026187
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

NMW:LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

RECEIVED
2022 MAY -3 AM 11:00
CLERK OF THE BOARD
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 2
May 10, 2022

MEMORANDUM

May 3, 2022

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, May 10, 2022, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *James Spring v. County of Orange*
> Case Number: 8:20-cv-02438
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 3
May 10, 2022

MEMORANDUM

May 4, 2022

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, May 10, 2022, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL --
EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: *Barbara Bossenmeyer v. County of Orange*
WCAB Case: ADJ13608779, ADJ2771683

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 4
May 10, 2022

MEMORANDUM

May 4, 2022

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, May 10, 2022, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Orange County Flood Control District v. PTI Sand & Gravel Incorporated*
> Riverside Superior Court Case No. CVRI2000588
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

NMW:LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO

County Executive Office

Memorandum

May 4, 2022

To: Clerk of the Board of Supervisors

From: Colette Farnes, Chief Human Resources Officer

Concur: Digitally signed by Frank Kim DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US Date: 2022.05.04 13:55:57 -07'00'

Frank Kim, County Executive Officer

Subject: Request for a Supplemental Closed Session for May 10, 2022

SC05

For the May 10, 2022 meeting of the Board of Supervisors, the Human Resource Services Department requests that a Supplemental Closed Session regarding the appointment of a public employee be added to the agenda:

Accordingly, please prepare the Agenda item to read:

"PUBLIC EMPLOYEE APPOINTMENT" – Pursuant to Government Code Section 54957(b).

Title: Director of Office of Independent Review

Recommended Action: Conduct Closed Session.

Thank you.

cc: Members, Board of Supervisors
Frank Kim, Chief Executive Officer
Leon J Page, County Counsel

RECEIVED
2022 MAY -5 AM 10: 39
CLERK OF THE BOARD

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
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Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 6
May 10, 2022

MEMORANDUM

May 5, 2022

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, May 10, 2022, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Mohamed Sayem v. County of Orange*
> Case Number: 8:19-cv-01790
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:jb

cc: Members of the Board of Supervisors
Frank Kim, CEO