

REGIONAL CENTER OF ORANGE COUNTY

REQUEST FOR PROPOSALS TRANSPORTATION SERVICES

The Regional Center of Orange County (RCOC) appreciates your interest in responding to Request for Proposals # 1213875020113 regarding transportation services. Please review all materials and follow the requirements set forth in this document. Thank you in advance for your effort in helping serve persons with disabilities.

BACKGROUND

The Regional Center of Orange County is a private, nonprofit organization contracted by the State of California to coordinate lifelong services and supports for individuals with developmental disabilities, including intellectual disability, cerebral palsy, autism and epilepsy, among others. RCOC purchases services for the individuals it serves from organizations that have been approved as vendors. In this case, RCOC is seeking an organization already vendored or meeting the requirements to become vendored with RCOC for transportation services (service code 875) to transport RCOC consumers. Services are required for approximately 250 individuals on weekdays between the hours of 6:00 a.m. and 7:30 p.m. The successful applicant will be required to furnish all labor, vehicles, materials, supplies and special equipment required to provide the transportation services.

ELIGIBLE APPLICANTS

All entities that are vendored, or meet the requirements for vendorization for transportation services (service code 875) pursuant to Section 54342 of Title 17 of the California Code of Regulations are eligible to participate in the RFP process.

All applicants intending to complete the RFP process must register by submitting their name, address, telephone number, and email address to Marta Vasquez, Controller, at mvasquez@rocdd.com no later than February 13, 2013.

BIDDER'S CONFERENCE

A conference will be held on Tuesday, February 12, 2013, at 6:00 p.m. at RCOC's administrative office located at 1525 North Tustin Avenue, Santa Ana, CA 92705. All applicants are encouraged to attend.

FORMAT AND SUBMISSION REQUIREMENTS

Applicants must submit a proposal that includes the following items in order:

1. Name, address and telephone number of the applicant. If the applicant is a corporation, list the principle members of the corporation and include verification of incorporation.

2. Name of the author(s) of the proposal. List any parties who participated in writing all or part of the proposal.
3. Summary of qualifications which details education, knowledge and experience providing services to persons with developmental disabilities. A minimum of five (5) years of experience in providing transportation services to seniors, persons with developmental disabilities, or school-age children is required.
4. Structure of organization and current financial statement
 - a. An organizational chart for this project, including supervisory hierarchy, governing advisory boards, anticipated number of employees, etc. The applicant must demonstrate a sufficient labor force to provide the required transportation services.
 - b. Applicants must submit a current verified financial statement that details all current and fixed assets, and current and long-term liabilities which demonstrates that the applicant has the financial resources required to provide the required transportation services.
 - c. If the applicant is not currently providing transportation services, a start-up budget must be submitted which includes proof of financial resources necessary to provide the required transportation services.
5. A description of the vehicles the applicant intends to utilize to provide the required transportation services which demonstrates that the applicant has the resources necessary to provide the required services. The description should include, at a minimum, the following:
 - a. Number of vehicles applicant currently owns and the number of additional vehicles the applicant intends to acquire, if any,
 - b. Age and mileage of all vehicles the applicant intends to utilize, and
 - c. A statement that all vehicles the applicant intends to utilize to provide the transportation services have a global positioning system (GPS). All vehicles must have GPS, no exceptions.

In addition to the proposal, all applicants must submit a completed bid form on the form attached hereto as Attachment A. The completed bid form must be placed in a separate sealed envelope marked with the applicant's name and the words "BID FORM".

Complete applications must be submitted to RCOC's administrative offices at the following address:

Regional Center of Orange County
Attn: Marta Vasquez, Controller
1525 North Tustin Avenue
Santa Ana, CA 92705

APPLICATIONS MUST BE RECEIVED NO LATER THAN 5:00 P.M. ON MARCH 15, 2013.

SCOPE OF WORK

The successful applicant will be required to provide transportation services as set forth in the Scope of Work attached hereto as Attachment B.

INSURANCE

The successful applicant will be required to maintain the following insurance coverage and provisions:

- a. Evidence of Coverage. Prior to commencement of any services, the successful applicant shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required has been obtained and the effective dates cover the period required by the Agreement. Each policy shall meet the following requirements:
 1. Additional Insured Endorsement. Except for Worker's Compensation insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC, its officers, directors, agents, employees and volunteers, as additional insureds.
 2. Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by RCOC, its officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
 3. Notice of Cancellation or Change of Coverage. The successful shall notify RCOC immediately upon receiving notice of any cancelation or change to any policy of insurance required.
 4. Qualifying Insurers. All coverages shall be issued by insurance companies that must be:

(1) Rated A-:VII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or

(2) A company of equal financial stability that is approved by PROJECT MANAGER or his/her Risk Management designee; and

(3) Admitted in the State of California.

5. Deductible Amounts in Standard Policy. Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of RCOC. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of RCOC. No approved deductible shall in any way limit liabilities assumed by the successful applicant.

6. Subcontractor Insurance Requirements. Should any of the services be provided by a subcontractor following written approval from RCOC, the successful applicant shall require each subcontractor (of any tier) to provide the same insurance coverages required of the successful applicant.

7. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.

b. Types of Insurance Policies/Coverage Required. The successful applicant shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.

1. Commercial General Liability Insurance. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

2. Automobile Liability Insurance. Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits as follows:

- (1) 19 or more passenger vehicles – Three Million Dollars (\$3,000,000)
- (2) 9-18 passenger vehicles – Two Million Dollars (\$2,000,000)
- (3) 1-8 passenger vehicles – One Million Dollars (\$1,000,000)

3. Workers' Compensation Insurance. Workers' Compensation Insurance shall be maintained as required under California law. Statutory California Workers' Compensation coverage shall include a waiver of subrogation endorsement.

4. Employers' Liability Coverage. Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

- c. Duration of Insurance. The successful applicant shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.
- d. Maintain Records re Insurance Coverage. The successful applicant shall maintain records regarding all coverage and insurance for the term of the transportation services agreement and for any extended period agreed upon within the transportation services agreement.
- e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payments to the successful applicant in the event of material noncompliance with the applicable insurance requirements outlined above.

SUBCONTRACTING

Subcontracting is strictly prohibited absent the prior written consent of RCOC.

TRANSPORTATION AIDE SERVICES

Applicants must be able to provide transportation aide services to those individuals for whom they are required, as set forth in the attached Scope of Services (Attachment B).

COMPENSATION

The successful applicant will be compensated in accordance with the rates set forth on their bid form, subject to the following limitations:

- If the successful applicant is a current RCOC vendor, the applicant will be compensated no more than their current vendored rate, in accordance with Welfare and Institutions Code Section 4691.9(a).
- If the successful applicant is applying to become a new vendor, the applicant will not be compensated at a rate higher than the median rate established by the Department of Developmental Services, in accordance with Welfare and Institutions Code Section 4691.9(b). The current median rate, prior to any payment reductions, is \$11.87 per one-way trip.
- All statutorily mandated payment reductions will be imposed. There is currently a payment reduction of 1.25% per Welfare and Institutions Code Section 4791. **The median rate after the 1.25% payment reduction is \$11.72 per one-way trip.**

The successful applicant will be paid monthly in arrears within 30 days of RCOC's receipt of a properly documented electronic invoice provided by RCOC.

AGREEMENT FOR TRANSPORTATION SERVICES

The successful applicant will be required to enter into an agreement with RCOC to provide transportation services. A sample agreement is attached hereto as Attachment C.

EVALUATION CRITERIA

Any proposal may be rejected if it is incomplete or deviates from the specifications in this RFP. RCOC reserves the right to reject any or all proposals at its discretion. Each proposal will be evaluated by the Evaluation Committee based on the following:

	<u>Possible Points</u>
• Bid Price	75
• Safety Practices	10
• Experience	8
• Employee education and training	5
• Quality of services (including references)	2
TOTAL	<hr/> 100

RPF EVALUATION COMMITTEE

The Evaluation Committee will be composed of five members, a majority of whom have experience in evaluating, procuring, or providing transportation service.

CONTRACT AWARD PROCESS

The process for awarding the transportation services contract to the successful bidder will be as follows:

1. All proposals will be reviewed by the Evaluation Committee to determine if they meet the submission requirements and minimum requirements set forth in this RFP.
2. On Friday, March 29, 2013, the sealed bid form for each applicant that meets the submission requirements and minimum requirements will be opened and read publicly at RCOC's administrative offices at 1525 North Tustin Avenue, Santa Ana, California at 4:00 p.m. Opened bid forms will be made available for public review.
3. The Evaluation Committee will evaluate all bids in writing and select the successful applicant based on the application receiving the highest number of points. Notice of intent to award the transportation services contract will be issued no later than Friday, April 26, 2013.
4. Any protests must be submitted in accordance with the protest procedure no later than Monday, May 6, 2013.
5. The transportation services contract will be awarded following resolution of any protests. In the event the successful applicant is not already a RCOC vendor, the award of the transportation services contract will be conditioned upon completion of the vendorization process.

PROTEST PROCEDURE

Unsuccessful applicants may protest the notice of intent to award the contract by submitting a protest no later than 5:00 p.m. on Monday, May 6, 2013, in accordance with the protest procedure attached hereto as Attachment D.

RESERVATION OF RIGHTS

RCOC reserves the right to withdraw the RFP or to suspend or defer implementation of transportation services at any time without notice. This RFP is offered at the discretion of RCOC and does not commit RCOC to award a contract for transportation services.

RCOC reserves the right to retract the RFP at any time throughout the application process and to reject all applications submitted.

In the event the successful applicant fails to complete the vendorization process (if not already vendored) or fails to enter into the transportation services agreement, RCOC reserves the right to award the contract to the applicant receiving the next highest score from the evaluation committee.

ADDITIONAL INFORMATION

Any questions regarding the requirements of this RFP should be submitted via email to:

Marta Vasquez, Controller
Regional Center of Orange County
mvasquez@rcocdd.com

ATTACHMENT A
TRANSPORTATION SERVICES
BID FORM

All applicants must complete this bid form in its entirety by typing or legibly handwriting all required information. Applicants may add additional pages as necessary to fully complete all sections. Applicants should be aware that all information contained in the applicant's bid form will be released publicly. **Completed bid forms must be placed in a separate sealed envelope marked with the applicant's name and the words "BID FORM."**

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NAME(S) OF INDIVIDUALS COMPLETING THIS BID FORM:

BID PRICE

Rate applicant will charge per one-way trip: \$_____

Write out rate per one-way trip in words (for example: Two dollars and twenty-five cents):

SAFETY PRACTICES

Describe your approach to ensuring client safety. Include a description of all precautions taken, including but not limited to, procedures followed by drivers and any equipment, such as surveillance cameras, located on vehicles.

REFERENCES

Provide a minimum of two (2) references with addresses and telephone numbers. Letters of recommendation may also be attached, but are not required. Applicants should be aware that the evaluation committee will contact references.

Reference No. 1: _____

Reference No. 2: _____

SERVICE TO PERSONS WITH DISABILITIES

Explain your philosophy and approach to serving persons with disabilities.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT.

Print Name

Signature

Date

ATTACHMENT B

SCOPE OF WORK

1.0 GENERAL DESCRIPTION

The CONTRACTOR shall furnish labor, vehicles, materials, supplies and special equipment as required to provide the transportation services described herein.

Services shall be provided on such days and at such times as are specified by the RCOC, to and from locations, and for such persons as are specified by the RCOC Transportation Account Clerk. Services as described herein shall be provided on weekdays, Monday through Friday, between the hours of 6:00 a.m. and 7:30 p.m.

2.0 REQUIREMENTS FOR TRANSPORTING CONSUMERS

- 2.1 Scheduled consumer ride times shall be no greater than ninety (90) minutes, one-way. Overall system consumer ride times shall average sixty (60) minutes or less.
- 2.2 The families or care providers of new consumers shall be notified by CONTRACTOR of scheduled pick-up and drop-off times, prior to the day on which such new service is begun.
- 2.3 CONTRACTOR shall provide daily curb-to-curb delivery of RCOC consumers; assure that appropriate supervision is present at delivery, and that the parent, care provider or program has accepted responsibility for the delivered consumer.
- 2.4 The families, care providers or program staff shall be notified by CONTRACTOR when vehicles will be arriving more than fifteen (15) minutes ahead of or behind schedule.
- 2.5 Delivery of a consumer to a program shall not be earlier than fifteen (15) minutes before or later than fifteen (15) minutes after scheduled program start time and the pick-up of a consumer from a program shall be no later than fifteen (15) minutes after the scheduled program stop time.
- 2.6 The CONTRACTOR shall attempt to pick up for three (3) consecutive days any consumer who is absent without prior notification from the RCOC Transportation Account Clerk. CONTRACTOR shall notify Transportation Account Clerk immediately to put service on hold.
- 2.7 All consumers' safety belts are required to be fastened prior to the start of the vehicle, each time the vehicle starts.
- 2.8 CONTRACTOR shall wait up to five (5) minutes at pick-up address if consumer(s) are not already present.

3.0 CONDUCT OF DRIVERS OPERATING VEHICLES

3.1 It is the responsibility of the CONTRACTOR to maintain orderly conduct on all vehicles transporting RCOC consumers. CONTRACTOR shall provide written documentation of any incidents of misconduct to the RCOC Transportation Account Clerk within one (1) working day of the incident. However, if the incident involves an injury or accident, the CONTRACTOR shall notify RCOC on the same day of the incident as required by Paragraph 17.3.1 hereof. CONTRACTOR shall also make a further written report as required by Paragraph 17.3.2.

3.1.1 Drivers shall provide written document on all incidents, accidents and/or reporting of a consumer.

3.2 The CONTRACTOR shall not suspend a consumer from use of transportation services, or terminate from use, without discussion of the problem with RCOC and without written RCOC approval. The CONTRACTOR shall permit RCOC staff and/or vendor representative service to ride a vehicle at any time for purposes of evaluating and/or treating consumer behavior. The CONTRACTOR shall support the bus driver(s) in implementing procedures for managing consumer behavior on the bus that are consistent with maintenance of the welfare and safety of all passengers, including the driver.

4.0 REQUIREMENT OF RESPONSIBILITY

4.1 All consumers who require release only to the custody of a responsible adult shall be so indicated on the Transportation Service Request Form transmitted to the CONTRACTOR prior to start of new service. This requires that these consumers be dropped off only when a responsible adult is in attendance. In the event a claim, suit or other legal proceeding is filed on account of leaving alone a consumer whose Transportation Service Request form indicates an adult must be present, the CONTRACTOR shall defend and indemnify the RCOC, its agents, employees, officers and directors against such claim, suit or legal proceeding and shall be liable for all costs of defending the same and for the payment of any settlement, judgment or award resulting therefrom.

4.2 The CONTRACTOR shall establish procedures for the handling of those cases where there is no responsible adult to receive a consumer designated as "responsible adult must receive". While the RCOC believes the number of these instances to be few, procedures for handling those periodic cases shall be the responsibility of the CONTRACTOR. The RCOC shall assist in working with families and care providers with repeated instances of no responsible adult to receive the transported consumers.

5.0 ROUTING AND SCHEDULING

- 5.1 CONTRACTOR shall utilize MIDAS-PT scheduling systems for the daily routing and scheduling of RCOC transportation services. No scheduling is to be done manually unless used as a temporary backup.
- 5.2 The routes shall be implemented in accordance with the consumer schedule information provided by the RCOC. CONTRACTOR shall assure that consumers will be picked up within a window of 20 minutes (10 minutes either side of the designated pick up time) and delivered to their destinations within 15 minutes of the requested arrival time. Similarly, the CONTRACTOR shall pick up consumers at the requested place and time and deliver them to the designated drop-off places within a window of 30 minutes (15 minutes either side of the designated pick up time), provided conditions in Section 2.5 are met.
- 5.3 Dry runs of each a.m. and p.m. route shall be completed prior to start-of-operations, with the CONTRACTOR providing evidence of completion of said dry runs. The cost of dry runs shall be borne by CONTRACTOR(s) as a normal preparation for service under the Agreement.
- 5.4 Routes shall not be accepted by the RCOC, which have an average ride time in excess of 60 minutes. No consumer shall experience a ride time in excess of 90 minutes. The RCOC reserves the right to request routing adjustments where such standards are not met.
- 5.5 The CONTRACTOR shall provide a telephone number which parents, care providers or guardians/conservators may call prior to 6:00 a.m. to indicate that a consumer will not be using the bus on that day.
- 5.6 The CONTRACTOR shall assist the RCOC in maintaining accurate information about routes, ridership, and provide corrections to the RCOC as necessary. CONTRACTOR shall also terminate service for any consumer who is absent more than three (3) days without prior notification and report to the RCOC Transportation Account Clerk immediately.
- 5.7 Prior to start of service under an awarded service agreement, the RCOC shall provide the CONTRACTOR with the then current list containing all relevant information from the Transportation Service Request form in any format needed by the CONTRACTOR, limited only by the restrictions of the hardware available to the RCOC. An updated list of contact persons at each program site and destination addresses and program hours shall also be provided at this time. Therefore, the RCOC shall provide updated information on individual Transportation Service Request forms, as such changes occur.
- 5.8 CONTRACTOR shall develop contingency plans for the following situations, to be available to the RCOC for review upon request:

- Emergency Program Closing, prior to regularly scheduled program time;
- Natural disaster or other emergencies as may be deemed necessary by the RCOC.

5.9 Upon acceptance of bid, and before CONTRACTOR begins rendering services under the Service Agreement, CONTRACTOR shall provide RCOC with a copy of the routes so established. Thereafter, a copy of the routes established shall be provided to the RCOC quarterly. Changes shall be made on such routes from time-to-time, pursuant to service request process as described in Section 6.0 herein.

6.0 SERVICE REQUEST PROCESS

6.1 CONTRACTOR shall make changes to routes established and maintained by the CONTRACTOR as requested in writing by the RCOC, and as required to:

6.1.1 Suspend or delete services for a consumer three (3) working days following receipt notification from the RCOC;

6.1.2 Add a consumer to a route within ten (10) working days following notification from the RCOC;

6.1.3 Add a new program location to a route within ten (10) working days following notification from the RCOC;

6.1.4 Delete a program location from a route within ten (10) working days following notification from the RCOC.

6.2 Service shall be authorized in writing only by the RCOC Transportation Account Clerk or some other individual so designated by the RCOC Director. Notification of such changes referred to above may be received only from the Transportation Account Clerk, or some other individual so designated by the RCOC Director.

6.3 No payment shall be made for any portion of a monthly invoice submitted pursuant to Paragraph 15, Scope of Work; hereof attributable to service suspended or deleted pursuant hereto by the RCOC Transportation Account Clerk.

6.4 No payment shall be made for any consumer or parent not authorized to travel by the RCOC Transportation Account Clerk as set forth in Sub-paragraph 6.2 of this "Scope of Work.

6.5 If CONTRACTOR refuses properly reduced transportation service to any consumer, the RCOC may assess liquidated damages for such refusal pursuant to the Service Agreement.

- 6.6 Increased or decreased service resulting from program and consumer population changes shall be implemented by the CONTRACTOR in accordance with the schedule of changes as specified above. Such increased or decreased service shall be deemed an ordinary part of "Scope of Work."

7.0 SERVICE BOUNDARIES

- 7.1 CONTRACTOR will provide transportation within the boundaries set forth in the "Service Boundaries," Exhibit B, attached hereto and by this reference incorporated herein.
- 7.2 All consumers receiving transportation from the CONTRACTOR on _____, 20____ and who have routes outside of the identified boundaries will continue to receive transportation services.
- 7.3 Any new transportation request outside of the identified boundaries must be pre-approved by RCOC and accepted by Contractor if three (3) or more consumers are transported to the same program.

8.0 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall employ, train and retain the required number of drivers, aides, dispatchers and administrative personnel necessary to provide the required levels of service. CONTRACTOR shall operate in full compliance with all applicable State and Federal laws and regulations, including regulations addressing driver and vehicle licensing.

Prior to employment, the applicant's H-6 printout which details their 10-year driving record shall be reviewed to insure that they have not accrued more than four points in 12 months, six points in 24 months or eight points in 36 months. Any applicant having accrued more than these points shall not be considered for a driving position. All employees' original H-6 printouts shall be maintained in their personnel files to document their driving history at the time of their hire.

8.1 Drivers/Aides

- 8.1.1 All drivers employed by the CONTRACTOR to provide service to the RCOC shall have and maintain a proper, valid and appropriate class California driver's license based upon Minimum Operator Qualifications outlined by CONTRACTOR'S hiring standards.
- 8.1.1.1 Applicants must provide a complete and verifiable employment history. Three years of employment history must be verified with all employers listed on the application, and must include the past ten years of employment, when applicable.

8.1.1.2 An investigation of the Operator's safety performance history must be conducted with the Department of Transportation – regulated employers during the preceding three years.

8.1.1.3 Motor Vehicle Records (MVRs) for an operator position must meet the following standards:

- No homicide, manslaughter, or assault convictions associated with the operation of a motor vehicle.
- No convictions for driving while intoxicated within the past seven years.
- No more than two minor moving violations within the past thirty-six months.
- Contractor will insure that under no circumstances shall an applicant be hired, given a road test, placed in training, or be allowed to drive a company vehicle without an MVR in compliance with this policy.

8.1.2 All drivers/aides must be in good physical and mental condition at all times when driving or riding in vehicles in service of the RCOC.

8.1.3 CONTRACTOR shall develop and implement a pre-employment screening program satisfactory to the RCOC, which shall include a California Department of Motor Vehicles (DMV) check and such screening information shall be in a permanent driver record held by the CONTRACTOR. CONTRACTOR shall provide the RCOC with evidence of driver pre-employment screening and drivers' DMV checks when requested by the RCOC. Other pre-employment checks shall include, but not be limited to, a criminal background check as identified in Section 8.1.3.2 below.

8.1.3.1 Applicants must undergo a pre-employment drug test by a CONTRACTOR appointed physician/facility and receive clearance from prior DOT employers as a condition of employment.

- Applicants must undergo a drug test without advance notice of the drug test appointment.
- Applicants must receive a negative drug test result prior to working in a safety-sensitive position or entering a Contractor vehicle.
- Applicants who have previously failed a drug or alcohol test in a safety-sensitive position will not be considered for employment, unless proof of successfully completing a treatment program is provided.

8.1.3.2 Applicants must pass a criminal background check. The criminal background check shall include, at a minimum, a national criminal history search with all 50 states, a search of the national terrorist and federal government watch lists, and a search of sex offender registries. All drivers/aides serving RCOC consumers shall meet the following standards:

- No felony convictions within the past seven years.
- No conviction for drug possession or use within the past seven years.
- Never have had a conviction for drug trafficking or manufacturing.
- No conviction for assault within the past seven years.
- No pattern of illegal activities within the past seven years.
- Never have had a conviction for a sexual offense.
- Never have had a conviction for murder.

8.1.3.3 Applicants must consent to a background check using the appropriate Authorization to Conduct Background Check (FCRA Authorization) included as part of the ApplicantCare process.

8.1.4 All drivers and vehicles must possess all certifications required by law, including a certificate for transportation of individuals with developmental disabilities (VDDP) issued by the DMV.

8.1.5 All drivers/aides shall be well groomed and shall wear the CONTRACTOR provided identification at all times when driving or riding in vehicles in service of the RCOC.

8.1.5.1 CONTRACTOR must see to it that driver's uniforms remain in good repair, and do not appear old or worn out. Uniforms that are not in appropriate condition must be replaced at the CONTRACTOR's expense. CONTRACTOR must see to it that driver's uniforms are neat, clean and appropriately fitted.

8.1.5.2 CONTRACTOR must see to it that drivers present a professional appearance.

8.1.5.3 Drivers/aides shall be assigned to the same route whenever possible.

8.1.5.4 Driver/aides shall have adequate command of the English language for communicating with the RCOC consumers transported, as determined by the RCOC.

- 8.1.6 CONTRACTOR shall review driver/aide performance at least once each year for the purpose of observing their operating practices. This review shall include, but not be limited to, review of safety practices, conformity to all pertinent safety and operating policies, regulations and laws, adherence to established routes and schedules, interpersonal and physical management of consumers, and other factors involved in the provision of transportation services for individuals with developmental disabilities (e.g., communication with parents, staff of day programs, completing attendance utilization sheets, etc.). All drivers/aides assigned to perform services for consumers of the RCOC shall maintain a minimum rating of “satisfactory” in all areas.
- 8.1.7 Use of drugs, alcohol, and tobacco while in a vehicle in RCOC use is prohibited. Firearms, knives, and other weapons are prohibited on said vehicles.
- 8.1.8 Drivers/aides shall not stop during routes for meals or food breaks nor shall they offer or give food to the RCOC consumers.
- 8.1.9 Drivers/aides shall adhere to all CONTRACTOR-developed policies related to absence and tardiness, attitude and conduct toward consumers. The RCOC reserves the right to review said policies, procedures and implementation.
- 8.1.10 The RCOC reserves the right to review all pertinent performance records of drivers/aides providing services to RCOC consumers and to require replacement of a driver/aide within one (1) day after receipt of notification from the RCOC if his or her performance is judged to be unsatisfactory.

8.2 Project Manager and Assistant Project Manager

- 8.2.1 CONTRACTOR shall assign the necessary management and administrative personnel whose knowledge will assure efficient operation of transportation services for RCOC consumers. CONTRACTOR shall provide at least two key individuals as Project Manager and Assistant Project Manager to manage day-to-day operations of RCOC’s Transportation Services contract. CONTRACTOR shall not replace Project Manager without notifying RCOC staff.
- 8.2.1.1 The Project Manager will be the individual in charge of all management expectations as set forth below. Project Manager will be 100% responsible to this contract.
- Will verify electronic invoices indicating that all pricing on invoice is accurate and checked for significant errors. Errors may include but not be limited to, billing of consumer(s) that

have been terminated for transportation services and/or billing duplicated trips.

- Will be responsible for submitting account and operations reports.
- Will be responsible for handling situations rising up to possible liquidated damages.
- Will maintain consistent and sufficient contact and communication with RCOC staff when necessary.

8.2.1.2 The Assistant Project Manager or Supervisor shall be an individual assigned to assist managing day-to-day operations for RCOC's Transportation Services contract. Assistant Project Manager shall be available 100% of the time during operating hours. Assistant Project Manager shall be responsible for all duties as set forth below.

- Assistant Manager or Supervisor will be available to personnel to receive and place telephone calls, monitor the service during the hours consumers are being transported and respond to emergencies within a reasonable period of time.
- Assistant Manager or Supervisor will be assigned to supervise investigation and responses to consumer comments and maintain high quality and customer oriented services.

8.2.2. Project Manager and Assistant Project Manager shall be available during the hours the RCOC's consumers are transported for the purpose of handling problems and responding to questions. Both individuals shall have the authority to act in all operating matters covered by this "Scope of Work."

9.0 USE OF AIDES

9.1 RCOC shall authorize and pay for the use of aides on a route-by-route basis. No aide hours may be charged to the RCOC without prior written consent from the RCOC Transportation Account Clerk.

9.2 The CONTRACTOR may request an aide for specific routes but shall charge the rate for such aide only with prior authorization by the RCOC Transportation Account Clerk. Such authorization shall be granted based upon existing criteria regarding use of aides. These criteria include but are not limited to:

- Vehicles carrying 3 or more consumers in wheelchairs as may be required.
- Vehicles carrying 2 or more consumers with severe behavior problems as may be required.

- 9.3 The continued use of aides shall be reviewed periodically by the RCOC to determine whether there may be alternatives to such use of aides on given vehicles/routes.

10.0 DRIVER/AIDE ORIENTATION & TRAINING

10.1 New Driver Orientation

Training must include a comprehensive program that encompasses new driver training, orientation to safety policies and regular ongoing in-service training for all existing employees.

A new driver training program must be administered for all new drivers. The program must provide both classroom and behind-the-wheel instruction. The course must provide, at a minimum, instruction in the following areas:

- a) Driver Responsibilities and Procedures
- b) Company Policies and Procedures
- c) Public and Passenger Relations
- d) Passenger Sensitivity Training
- e) APS mandated reporting and RCOC SIR Reporting Procedures
- f) Lift Operation and Wheelchair Securement
- g) Substance Program
- h) Radio Procedures
- i) Accident Reporting
- j) Passenger Loading and Unloading
- k) Driving Skills /Defensive Driving
- l) Vehicle Operations

10.1.1 All drivers/aides shall attend a driver/aide orientation as presented by the CONTRACTOR, which shall include, but not be limited to, instruction concerning consumer management on the vehicle, dealing with parents and care providers, procedures for reporting incidents and accidents, procedures for reporting late service, getting lost and other related service problems, procedures for use of communications equipment. Participation in such programs shall be documented and included in each driver's personnel record.

- 10.2 All costs for driver orientation shall be borne by the CONTRACTOR. The RCOC may monitor said driver orientation.

11.0 ON-GOING DRIVER TRAINING/SAFETY PROGRAM

The CONTRACTOR'S training program shall also include on-going in-service training for all employees. This training shall include regular safety meetings, safety orientation for new employees and retraining as necessary for employees who have been involved in incidents or

accidents. All preventable accidents shall result in counseling and retraining for the individual in an effort to prevent recurrence of the accident. Training shall be customized for the individual based upon the nature of the infraction.

In-service training shall be provided to all of the employees through on-going, regular safety meetings. Topics covered in these meetings shall include:

- a) Review of the previous month's accidents
- b) Presentation of information regarding changes in the laws
- c) Presentations by guest speakers (CHP, railroad safety, etc.)
- d) Review of a selection of the Defensive Driving Program
- e) Fire prevention and suppression demonstrations
- f) Inclement Weather Driving
- g) Discussion of the Substance Abuse Program
- h) Review of a section of the Transporting Passengers with Special Needs Program
- i) APS mandated reporting and RCOC SIR Reporting Procedure

Attendance at the monthly safety meetings shall be mandatory and absence shall count negatively toward an employee's attendance record.

All safety sensitive and non-safety-sensitive employees shall be subject to the following testing:

- Pre-employment
- Reasonable suspicion
- Post-accident
- Return to duty after a leave of absence exceeding 30 days

Employees who perform safety-sensitive functions shall be subject to random testing. All testing will be conducted consistent with the procedures put forth in 49 CFR Pat 40. Analytical urine testing shall be used for drug testing. Test for alcohol concentration shall be conducted using a National Highway Traffic Safety Administration approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Any employee that has a confirmed positive drug or alcohol test shall be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a substance abuse professional. A positive drug and/or alcohol test shall also result in disciplinary action up to and including termination.

- 11.1 CONTRACTOR shall plan and implement an ongoing safety program in a format satisfactory to the RCOC and shall provide qualified instructors to conduct the program. The cost of the safety program shall be borne by the CONTRACTOR. Said program shall consist of not less than a meeting every other month, of not less than one (1) hour in length. The scheduled dates and scheduled content of such safety programs shall be submitted to the RCOC at least quarterly along with signed attendance sheets by those drivers present. Said program shall address, but is not limited to, topics of first aid instruction, CPR instruction, instruction in passenger assistance/two-way communication procedures, and safe driving instruction.

- 11.2 Drivers/aides required to transport consumers in wheelchairs shall have training in lifting techniques and treatment of persons with disabilities who must be lifted. All such personnel shall be physically capable of performing the required lifting.
- 11.3 The CONTRACTOR shall assure that each driver/aide attends the programs at least once each quarter. Evidence of such attendance shall be provided to the RCOC upon request.
- 11.4 Drivers/aides shall be trained in passenger assistance techniques for developmentally disabled persons. The RCOC may conduct or may assist the CONTRACTOR in conducting such in-service training activities as are deemed appropriate by RCOC.
- 11.5 Evidence of drivers' training programs shall be reflected in the safe operation of vehicles under service to the RCOC, as may be monitored by representation of the RCOC.

12.0 CONTRACTOR'S EQUIPMENT

Before any services are rendered by the CONTRACTOR for the RCOC, and at all times during the term of the Agreement with the RCOC, the CONTRACTOR shall do the following:

- 12.1 CONTRACTOR shall provide and maintain vehicles, which meet the requirements of the California Highway Patrol annual terminal inspection (Section 34501 (c) (e) California Vehicle Code).
- 12.2 CONTRACTOR shall provide the RCOC with annual documentation that vehicles have been inspected by the California Highway Patrol, as required, and that any items cited for repair or completion have been satisfactorily addressed.
- 12.3 The CONTRACTOR shall not transport consumers in wheelchairs except in vehicles meeting the safety standards of the California Highway Patrol.
- 12.4 CONTRACTOR shall maintain all vehicles in good condition during the term of this Agreement. The RCOC reserves the right to inspect or to ride in the vehicles at any time during the term of this Agreement.
- 12.5 CONTRACTOR shall provide regularly scheduled preventative maintenance for each vehicle assigned to the RCOC transportation service as specified by the vehicle manufacturer and applicable state regulations; documentation of such maintenance on each vehicle shall be made available to the RCOC upon request.
- 12.6 All vehicles utilized by the CONTRACTOR shall be clean and sanitary and shall have a good exterior and interior appearance during the entire term of the Agreement.

- 12.7 All vehicles, including back-up vehicles used in providing RCOC services, shall be equipped with functioning communication systems. Such systems shall be defined as those, which are fully capable of both sending and receiving messages to and from the CONTRACTOR's dispatch personnel. Any repair or replacement of such radio shall be at CONTRACTOR's expense.
- 12.8 All vehicles shall have sufficient fuel to complete one a.m. or p.m. route before the boarding of any consumers. No vehicle driver shall stop the vehicle for refueling while consumers are on board.
- 12.9 All vehicles shall be equipped with first aid kits and fire extinguishers.
- 12.10 Every vehicle shall have enough seats to accommodate all consumers on its route; CONTRACTOR shall not schedule any route to exceed the vehicle manufacturer's recommended seating capacity.
- 12.11 If the above vehicle equipment standards are not met, liquidated damages may be assessed. Monitoring may occur through RCOC conducting random vehicle checks. Amount of penalty may be discussed with RCOC Director and CONTRACTOR's Project Manager.

13.0 SPECIAL EQUIPMENT REQUIREMENTS

- 13.1 If during the period of the executed service agreement any modification or installation of equipment is required due to a change in the law or applicable rules and regulations, such modification or installation shall be made by the CONTRACTOR required. Costs of such modification, installation and maintenance shall be borne by the CONTRACTOR.
- 13.2 Seat belts in all vehicles and wheelchair tie-downs of sufficient number are required such that all consumers in wheelchairs may be adequately secured during transport and each ambulatory consumer has access to a seatbelt. These shall be provided by the CONTRACTOR at the CONTRACTOR's own expense.
- 13.3 Shoulder harnesses or other restraining devices that may be required due to the nature of the consumer's safety management needs may be implemented by the CONTRACTOR with prior written authorization by the RCOC. The RCOC shall bear the costs of such devices. RCOC shall coordinate the intervening plan including the securement of such devices.
- 13.4 Wheelchair accessible vehicles shall be provided by the CONTRACTOR as required to transport the consumers requiring such vehicles at the CONTRACTOR's own expense, wheelchair ramps, their location on the vehicle, mechanically or electrically operated lifts, if used, and wheelchair securement within the vehicles shall be in accordance with applicable state regulations, and shall be provided by the CONTRACTOR, at the CONTRACTOR's own expense.

13.5 CONTRACTOR shall not use on any route a vehicle that does not contain all required special equipment such as described in Sub-paragraph 12.1, 12.2 and 12.4.

13.6 CONTRACTOR shall maintain vehicles at a temperature not excessively hot or cold.

14.0 CONTRACTOR'S FACILITIES AND LOCATION OF EQUIPMENT

14.1 CONTRACTOR shall maintain parking, maintenance and administrative facilities required to provide transportation service hereunder in close proximity to the area in which the work is to be performed.

14.2 All vehicles utilized in service of the RCOC shall be night parked to provide the most efficient and secure transportation service.

15.0 INVOICING REQUIREMENTS

15.1 The report described below shall be submitted by the CONTRACTOR to the RCOC on a monthly basis as a condition of payment in the manner described below. Consumer trip information submitted shall include:

- a) Consumer name
- b) Days of the week consumer is traveling
- c) Total one-way trips
- d) Total dollars billable
- e) Aides

15.2 All payments shall be made in arrears of service.

16.0 SCHEDULING FOR PROGRAM CLOSURE

16.1 Payment hereunder shall be pursuant to the reporting required by Section 15.1 hereof, and shall be for services rendered pursuant hereto only. Accordingly, no payments shall be made for any services reported on days when consumer programs or other designations are scheduled to be closed unless specifically authorized by RCOC.

16.2 The Uniform Holiday Schedule, which establishes common dates for RCOC vendored program closure, as established by the Department of Developmental Services, will be published on RCOC's website a minimum of 3 months in advance, and will establish a 12 month schedule of holiday closures.

17.0 REPORTING REQUIREMENTS

- 17.1 Vehicles information shall be submitted within 30 days of signature of this Agreement and within 30 days upon request. CONTRACTOR shall complete a Vehicle Inventory Form identifying every vehicle in use at the time of signature of this Agreement and providing information on the license number, size, year, mileage, and related information on each of these vehicles. This report is to be updated annually thereafter; or, within 30 days of its request by RCOC.
- 17.2 Failure to submit route sheets, consumer lists, and vehicle inventory reports on schedule shall result in assessment of damages as described within the Agreement and in accordance with provisions set forth herein.
- 17.3 All accidents/incidents which involve the RCOC's consumers and CONTRACTOR'S equipment or personnel ("accident/incident") shall be reported to the RCOC in accordance with Section 54327.1 of Title 17 of the California Code of Regulations as follows:
 - 17.3.1 Accidents/incidents involving injuries to consumers or their persons shall be reported verbally, by telephone or other similar methods, to the RCOC Special Incident Coordinator immediately after the CONTRACTOR receives notification of same, on the same day that the accident/incident occurs.
 - 17.3.2 A further written report which includes all pertinent information shall be provided to the CONTRACTOR as soon as reasonably possible after each accident/incident, whether or not an injury is involved, but in no event later than one (1) working day after the accident/incident. The CONTRACTOR shall provide any additional information concerning the accident/incident as may be requested by the RCOC.
 - 17.3.3 Failure to submit accident/incident reports shall result in assessment of damages as described within the Agreement and in accordance with provisions set forth herein.

18.0 MONITORING AND INVESTIGATION

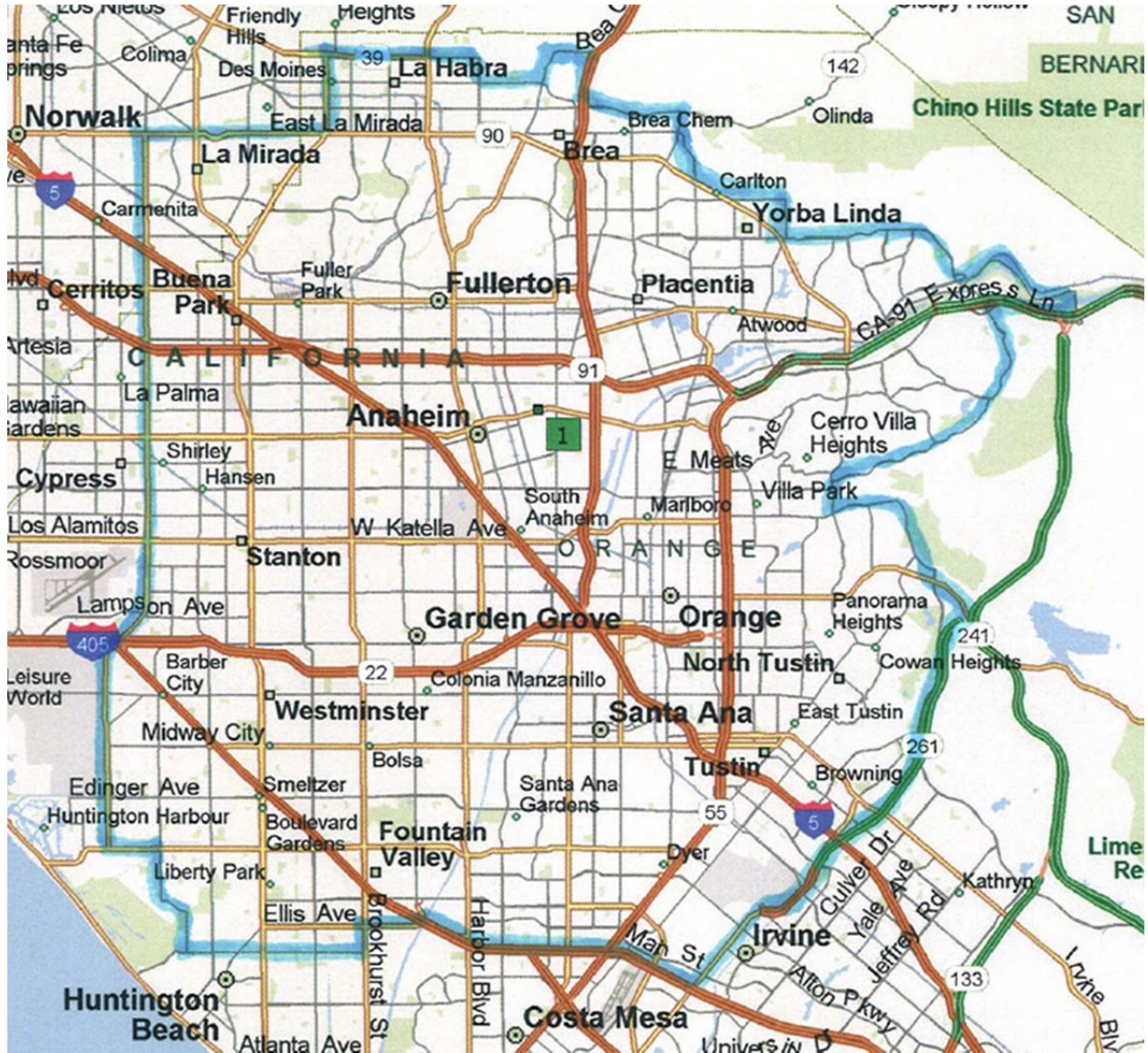
- 18.1 The RCOC reserves the right to monitor the CONTRACTOR's performance as described within this "Scope of Work," including but not limited to the following areas:
 - 18.1.1 The RCOC may monitor consumer ride times to insure that the system average ride times are within the limits set forth in Section 2.1 hereof.
 - 18.1.2 The RCOC may monitor service delivery on a periodic basis, such as monitoring to include, but not be limited to, activities such as riding on

the vehicles during service periods, observance of vehicle appearance, and reviewing operations and maintenance records, as well as any other written records related to the provision of service as described herein. Such records shall be maintained for a minimum of five (5) years.

- 18.1.3 The RCOC may investigate and obtain any additional information on all accidents/incidents described herein and may document same during vehicle operation periods.

EXHIBIT B

MAP OF SERVICE AREA



Attachment C

AGREEMENT FOR TRANSPORTATION SERVICES TO THE REGIONAL CENTER OF ORANGE COUNTY

The REGIONAL CENTER OF ORANGE COUNTY, a nonprofit corporation located at 1525 N. Tustin Ave., Santa Ana California 92705, hereinafter referred to as "RCOC", and _____, (Vendor # _____) located at _____, and hereinafter referred to as "CONTRACTOR," mutually agree as follows:

1. "SCOPE OF WORK"

The CONTRACTOR shall provide appropriate staffing, labor, vehicles, materials, supplies and special equipment as necessary to complete in a manner satisfactory to the RCOC the services set forth in the "**Scope of Work**", **Exhibit A**, attached hereto and by this reference incorporated herein and made part hereof.

Nothing in this Agreement shall restrict the RCOC from obtaining transportation services and from entering into transportation contracts with other transportation providers. Contractor shall comply and be bound by the requirements set forth in California Code of Regulations (CCR) Title 17.

2. IMPLEMENTATION OF CONTRACT

The CONTRACTOR shall provide transportation service to the RCOC commencing on _____, 2013.

3. TERM OF AGREEMENT

Subject to the provisions for earlier termination as provided herein, the term of this Agreement shall commence on _____ and continue until _____. This agreement may be renewed upon the mutual written agreement of both parties. Termination of this Agreement shall be governed by Section 13 below.

4. PROJECT MANAGER AND ASSISTANT PROJECT MANAGER

CONTRACTOR will assign _____ as Project Manager of this contract and _____ as Assistant Project Manager. Both Project Manager and Assistant Project Manager will set forth duties as provided in Section 8.2 of the Scope of Work, attached hereto as Exhibit "A" and incorporated herein by reference.

5. STATE FUNDING

Payments by the RCOC for services rendered by CONTRACTOR hereunder are subject to and dependent upon sufficient funds being appropriated by the State during

the fiscal years encompassed by the terms of this Agreement. It is anticipated that the RCOC will receive sufficient appropriations for payments to be made in the current fiscal year. However, if sufficient funds for the next succeeding fiscal years payments are not appropriated, or if the RCOC's contract with the State is not renewed, or if insufficient funds are allocated such that the RCOC determines that it is in its best interests to discontinue or reduce transportation services, then the affected service shall be terminated or modified as of July 1 of the then current fiscal year, and the RCOC shall be relieved of all obligations to the extent that sufficient funds are not appropriated. The RCOC shall notify CONTRACTOR in writing of insufficient appropriations or of non-renewal of the contract with the State within thirty (30) days from the date that the RCOC is itself notified of same.

6. PERMITS AND LICENSES

The CONTRACTOR, his employees and agents shall secure and maintain through the entire period of this Agreement, any and all valid permits and licenses as required by law for the execution of services pursuant to this Agreement.

7. INSURANCE

Without limiting CONTRACTOR's liability for indemnification of RCOC as set forth in Paragraph 8 below, CONTRACTOR shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions:

a. Evidence of Coverage. Prior to commencement of any Services under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 7 has been obtained and the effective dates cover the period required by this Agreement. In addition, a copy of the policy or policies shall be provided by CONTRACTOR thereafter upon submitting each invoice for payment pursuant to this Agreement. Each policy shall meet the following requirements:

1. Additional Insured Endorsement. Except for Worker's Compensation insurance, each policy shall include an endorsement evidencing that the policy also applies to RCOC, its officers, directors, agents, employees and volunteers, as additional insureds.

2. Primary Insurance Endorsement. Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by RCOC, its officers, directors, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

3. Notice of Cancellation or Change of Coverage. CONTRACTOR shall notify RCOC immediately upon receiving notice of any cancelation or change to any policy of insurance required under this Agreement.

4. Qualifying Insurers. All coverages shall be issued by insurance companies that must be:

(1) Rated A-:VII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or

(2) A company of equal financial stability that is approved by Project Manager or his/her Risk Management designee; and

(3) Admitted in the State of California.

5. Deductible Amounts in Standard Policy. Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of Project Manager or his/her Risk Management designee. Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of Project Manager or his/her Risk Management designee. No approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement.

6. Subcontractor Insurance Requirements. Should any of the Services under this Agreement be provided by a subcontractor, CONTRACTOR shall require each subcontractor (of any tier) to provide the coverages specified in this Paragraph 7, or CONTRACTOR may insure any subcontractor under its own policies.

7. Occurrence vs. Claims Based Insurance. All policies are required to be written on an occurrence basis.

b. Types of Insurance Policies/Coverage Required. CONTRACTOR shall provide insurance through a policy or policies with the following types and coverage, subject to the requirements above.

1. Commercial General Liability Insurance. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

2. Automobile Liability Insurance. Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits as follows:

(1) 19 or more passenger vehicles – Three Million Dollars (\$3,000,000)

(2) 9-18 passenger vehicles – Two Million Dollars (\$2,000,000)

(3) 1-8 passenger vehicles – One Million Dollars (\$1,000,000)

3. Workers' Compensation Insurance. Workers' Compensation Insurance shall be maintained as required under California law. Statutory California Workers' Compensation coverage shall include a waiver of subrogation endorsement.

4. Employers' Liability Coverage. Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

c. Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

d. Maintain Records re Insurance Coverage. CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

e. Withhold Payment for Lack of Required Coverage. RCOC reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

f. Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies RCOC may have if CONTRACTOR (or any subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, RCOC may, at its sole option:

(1) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(2) Order CONTRACTOR (and any subcontractor) to cease performance of the Work and/or withhold any payment(s) which become due to CONTRACTOR (or any subcontractor) until CONTRACTOR (or subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(3) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies are in addition to any other remedies RCOC may have and are not the exclusive remedies for CONTRACTOR's (or subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any subcontractor's) performance under this Agreement.

8. HOLD HARMLESS AND INDEMNIFICATION

a. CONTRACTOR Indemnification of RCOC. CONTRACTOR agrees that, except for the sole negligence of RCOC, CONTRACTOR shall indemnify, defend, and hold harmless RCOC, and their officers, agents, and employees from and against any and all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of directors, officers, employees, or agents of

RCOC, and including defense costs (together, "Claims"), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the performance of this Agreement by CONTRACTOR, its officers, employees, agents, and/or its subcontractors. The CONTRACTOR, at its own expense and risk, shall defend any action, legal proceeding, arbitration, or mediation proceeding that may be brought against the RCOC, its directors, officers, agents and employees on any such claim or demand, and shall pay and satisfy any settlement, or any judgment which may be rendered against RCOC and/or against any of RCOC's directors, officers, agents or employees for any injuries or damages arising therefrom. CONTRACTOR'S obligation to indemnify, defend, and hold harmless RCOC shall survive the term of this Agreement.

i. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of all indemnification provided under this Agreement.

ii. No officer or director, no committee member, no employee, and no agent of RCOC shall be personally liable to CONTRACTOR, or any successor in interest, (or to any subcontractor) in the event of any default or breach by RCOC or for any amount that may become due to CONTRACTOR or to its successor (or subcontractor) or for breach of any obligation or the terms of this Agreement.

b. Cooperation with Claims. Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

9. ASSIGNMENT ON CONTRACT

The CONTRACTOR shall not assign or transfer any of its rights, burdens, duties, or obligations under this Agreement. The CONTRACTOR shall obtain the permission of RCOC in writing prior to subcontracting with any other entity. The written permission of the RCOC in any particular instance of subcontract shall not be construed as a waiver of the requirement of prior written permission for any and all other subcontracts.

The RCOC reserves the right to review the written Agreement between the CONTRACTOR and any subcontractor prior to execution. The subcontractor shall be responsible for adhering to all requirements of this Agreement and its attachments (including the "Scope of Work"). The RCOC shall not be responsible for any payments of any kind directly to any subcontractors under any circumstances, and shall not have any liability for any actions of any Sub-Contractor.

10. INDEPENDENT CONTRACTOR

While performing services hereunder and otherwise, CONTRACTOR is and shall remain an independent CONTRACTOR and not an officer, agent, employee, partner of, or joint venture with, the RCOC or the State of California.

11. LIQUIDATED DAMAGES FOR FAILURE OF CONTRACTOR TO ADHERE TO AGREEMENT PROVISIONS

It is agreed by the CONTRACTOR and the RCOC that, because of the nature of the services to be rendered under this Agreement, it is impractical and extremely difficult to fix the actual damage to the RCOC from the failure of the CONTRACTOR to provide certain services required under this Agreement, and therefore, liquidated damages are in addition to any other remedy available to the RCOC. The maximum assessment of liquidated damages hereunder shall not exceed Five Hundred Dollars (\$500.00) per day.

- a. Upon the failure of CONTRACTOR to adhere to the following provisions, the RCOC may assess Fifty Dollars (\$50.00) of liquidated damages for each occurrence as stated below.
 1. The delivery of clients more than fifteen (15) minutes behind schedule, for five (5) consecutive days without initiating the notification as required by Section 2.4 of the "Scope of Work" attached hereto.
 2. A vehicle arrives at a destination more than fifteen (15) minutes behind schedule because of a need to refuel in route, or because a vehicle runs out of fuel in route, in violation of Section 12.8 of the "Scope of Work" attached hereto.
 3. A vehicle picks up or drops off clients more than one hour late, with or without notification, in violation of Section 2.5 of the "Scope of Work" attached hereto.
 4. Seat belts and other required special equipment/needs such as wheelchair lifts, tie-downs and aides, are not available for use on a route requiring same as required by Sections 13.2 and 8.1 of the "Scope of Work" attached hereto.
 5. A vehicle in service hereunder has a two-way radio or other two-way communication equipment which is not in operating condition for more than five (5) working days, and/or a vehicle is in service for more than five (5) working days without radio equipment or other two-way communication equipment in violation of Section 12.7 of the "Scope of Work" attached hereto.

6. CONTRACTOR, including CONTRACTOR's drivers and other employees, fails to immediately report an accident/incident as required by Section 17.3 of the "Scope of Work" attached hereto.
 7. CONTRACTOR, including CONTRACTOR's drivers and other employees, drops off a client alone who requires release only to the custody of a responsible adult and for whom such notice has been delivered to CONTRACTOR, as required by Section 4.1 of the "Scope of Work" attached hereto. The absence of such responsible adult, which may result in schedule delays or excessive ride time will not be counted in computing liquidated damages.
- b. If CONTRACTOR neglects to pick up a client who has been properly authorized to receive transportation services under Section 6.0 of the "Scope of Work" attached hereto, the RCOC may assess One Hundred Dollars (\$100.00) for each day each client is not picked up.
 - c. Upon refusal by CONTRACTOR to provide authorized transportation as set forth under Section 6.0 of the "Scope of Work" attached hereto, the RCOC may assess Five Hundred Dollars (\$500.00) for each client thus refused.
 - d. Upon failure of the CONTRACTOR to provide reports, as required by Sections 17.1, 17.2, and 17.3 of the "Scope of Work" attached hereto, the RCOC may assess One Hundred Dollars (\$100.00) for each day each report is late.
 - e. If CONTRACTOR, including CONTRACTOR's drivers, drives in a manner endangering clients, in violation of Section 10 of the "Scope of Work" attached hereto, the RCOC may assess One Hundred Dollars (\$100.00) for each such occurrence.
 - f. Incidents included in the liquidated damages shall be identified two ways; through monitoring reports, identifying observations, and through complaints received from care providers and programs either in writing or by phone within ten (10) working days of the incident(s). The RCOC shall review documentation of incidents qualifying for liquidated damages and identify the total amount to be deducted from the invoice for that month of service. Liquidated damages shall be deducted from the invoice amount for the month-of-service during which the incident(s) occurred (with the exception of incidents occurring after the liquidated damages are assessed for that month). The CONTRACTOR shall be notified in writing of the incidents and amounts being deducted once a month in conjunction with the payment of the invoice from which liquidated damages are being deducted.

12. TERMINATION

- a. In the event the RCOC determines that the acts of omissions of the CONTRACTOR threaten the health, safety or welfare of its clients, the RCOC may terminate this

Agreement upon five (5) days written notice to the CONTRACTOR. If the RCOC, in its judgment, finds that a condition of immediate danger exists to riders, the contract may be terminated immediately. Conditions posing an immediate danger include, but are not limited to:

- (1) Failure to pass a state mandated safety inspection.
 - (2) Cancellation by the CONTRACTOR's insurance carrier.
- b. Notwithstanding the provisions of Subparagraph a. of this Section 12 or any other provision of this Agreement, the RCOC may terminate this Agreement with or without cause upon thirty (30) days written notice to the CONTRACTOR.
- c. Should the CONTRACTOR choose not to renew this Agreement at expiration of the term or pursuant to conflicts which arise from Section 15 or Section 16 of this Agreement, the CONTRACTOR shall give sixty (60) days written notice to the RCOC in accordance with Sub-Article 54330(b)(1) of Title 17, California Code of Regulations (CCR).

13. FORCE MAJEURE

- a. The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that he is prevented from performing by acts of God, strike and/or commandeering of vehicles, materials, products, plants or facilities by the government when evidence thereof is presented to the RCOC.

RCOC reserves the right to assign the areas covered by this Agreement to another CONTRACTOR, either in whole or in part, whenever the CONTRACTOR is unable to perform due to strike of CONTRACTOR's employees or such other conditions as specified in this Agreement. In this event, the assignment will cover the period in which the CONTRACTOR is unable to perform and will end when the CONTRACTOR has presented satisfactory evidence to the RCOC that he is able to perform the work hereunder.

14. RATIONING BY THE GOVERNMENT

In the event of rationing of any product or commodity due to a national emergency, the CONTRACTOR shall not allocate any portion of the rationed product or commodity earned as a result of this Agreement to any other party without the express written approval of the RCOC. Should it become necessary by rationing to curtail CONTRACTOR's services, either in whole or in part, it shall be the sole and exclusive right of the RCOC to direct the CONTRACTOR in any resultant reduction in the services, including the elimination of routes and/or rerouting of existing routes.

15. PAYMENT

- a. The RCOC shall pay CONTRACTOR for services provided hereunder, monthly in arrears, upon receipt of a properly documented electronic invoice, as described in Section 15.0 of the "Scope of Work" attached hereto.
- b. Liquidated damages shall be deducted from each month's invoice as set forth in Section 11 of this Agreement.
- c. The CONTRACTOR's invoice shall be submitted via RCOC's electronic billing (eBilling) program. Invoice shall then be signed by RCOC's appointed staff for processing.
- d. The RCOC shall make timely payments to the CONTRACTOR, in arrears, in accordance with the payment cycle used by the RCOC. CONTRACTOR's invoice shall be received in arrears of provision of service on or before the 20th of the month and shall be paid on or before the 30th of the month. Invoices received after the 20th of the month are paid on the 30th of the following month. RCOC shall have no obligation to pay invoices submitted more than twelve (12) months after the completion of service. RCOC shall not be responsible for payment for any services delivered without prior written authorization.
- e. Payments shall be made as set forth on the following schedule:

Trip Rate	\$ _____ per one-way trip
Transportation Aide* Rate	\$ _____ per one-way trip

*"Transportation Aide" shall be defined as follows: Full or part-time employment of an individual who is trained to serve as an aide or support personnel whose purpose is to assist a specific consumer that requires personal assistance during the course of their transport.

All statutorily mandated payment reductions will be imposed. As of the effective date of this Agreement, there is a mandatory 1.25% payment reduction required pursuant to Welfare and Institutions Code Section 4791.

- f. Hold (Scheduled Interruption of Service)

Contractor will not be reimbursed for consumer absences due to a scheduled interruption of transportation services, such as a scheduled vacation or medical leave, if Contractor is notified three (3) days in advance of the beginning of the vacation or medical leave time.

g. Re-routing

RCOC will give contractor notice ten (10) days in advance of changes to pick-up and drop-off sites. If notice is less than ten (10) days, RCOC will pay until the service commences at the new site but no more than ten (10) round trips.

h. Cancellation or Non-Scheduled Interruption of Service

In the event there is no advance notification of an absence and Contractor arrives for pick-up, RCOC will pay for up to ten (10) round trips.

i. The CONTRACTOR agrees that the payment by RCOC in accordance with this Section 15 shall be the total compensation for performance of the contract and its requirements.

16. ADJUSTMENT OF RATES

Due to the implementation of median rates on July 1, 2008, pursuant to Welfare & Institutions Code section 4691.9(a) and (b) set forth below, RCOC may not negotiate rates with vendors unless the increase is necessary to protect the consumer's health or safety and the Department of Developmental Services grants authorization.

4691.9. Notwithstanding any other provision of law or regulation, commencing July 1, 2008:

(a) No regional center shall pay an existing service provider, for services where rates are determined through a negotiation between the regional center and the provider, a rate higher than the rate in effect on June 30, 2008, unless the increase is required by a contract between the regional center and the vendor that is in effect on June 30, 2008, or the regional center demonstrates that the approval is necessary to protect the consumer's health or safety and the department has granted prior written authorization.

(b) No regional center may negotiate a rate with a new service provider, for services where rates are determined through a negotiation between the regional center and the provider, that is higher than the regional center's median rate for the same service code and unit of service, or the statewide median rate for the same service code and unit of service, whichever is lower. The unit of service designation must conform with an existing regional center designation or, if none exists, a designation used to calculate the statewide median rate for the same service. The regional center shall annually certify to the State Department of Developmental Services its median rate for each negotiated rate service code, by designated unit of service. This certification will be subject to verification through the department's biennial fiscal audit of the regional center.

17. NONDISCRIMINATION

CONTRACTOR shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

CONTRACTOR shall comply with provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5).

18. GRIEVANCE PROCEDURE

In accordance with Section 4705 of the Welfare and Institution Code, CONTRACTOR shall adopt and periodically review a formal consumer grievance procedure.

19. TRANSITION TO "AMERICANS WITH DISABILITIES ACT" (ADA) ACCESS SYSTEM SERVICES

The CONTRACTOR agrees to assist the RCOC by expediting the transition of mutually served consumers, from this Agreement to services and assets under the auspices of the contract between the CONTRACTOR and the Orange County Transportation Authority for ADA services under the ACCESS subscription service. Transitions will occur on a case-by-case basis and mutually agreed upon timetable.

20. WAIVER

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of any provision of this Agreement and shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

21. NOTICES

Except where verbal or oral notification is specifically provided for herein, all notices or information of any kind to be given by either party hereto to the other party shall be in writing and shall be deemed delivered when delivered in person or three (3) days after same is deposited in the United States Mail, first-class postage prepaid, addressed to the parties at the addresses set forth herein above. Notices to the RCOC shall be addressed to the attention of Marta Vasquez, Controller, Regional Center of Orange County, 1525 N. Tustin Ave, Santa Ana, CA 92705. Notices to the CONTRACTOR shall be addressed to: _____

22. RECORDS

- a. The CONTRACTOR shall maintain confidentiality of records in accordance with all applicable laws, including the provisions of Welfare and Institutions Code §§ 4514, 5328 and 14100.2. The CONTRACTOR and all employees shall respect the confidentiality of all client information they receive.
- b. In accepting this Agreement, the CONTRACTOR agrees to maintain and preserve relevant records until five (5) years after termination of this Agreement. The CONTRACTOR agrees that RCOC, the Department of Developmental Services, and/or the Federal Government or their duly authorized representatives shall have the right to access, examine and audit any pertinent books, documents, papers, and records related to this Agreement, including records related to criminal background checks, licensing, and performance of drivers transporting RCOC consumers. The records shall include, but not be limited to, the type of services and the time period during which the service was provided and will contain the following specific information:
 1. The consumer's first and last name.
 2. The consumer's Unique Client Identifier Number.
 3. The date.
 4. The number of rides for that date.
 5. Pick-up and drop-off addresses.
 6. The purchase of service contract number.
 7. The purpose of transport.

These records shall be maintained for five (5) years while the contract is in force and for five (5) years after the contract is terminated.

- c. The CONTRACTOR agrees to accept financial responsibility for any audit finding disclosed by audit relating to transportation services and promptly repay any amount owed unless appealed and liquidation is stayed pursuant to Title 17, CCR, Section 50705. In the event of appeal, the CONTRACTOR agrees to utilize and be bound by Title 17, CCR Sections 50700 et seq.

23. LEGAL EXPENSES

If any action or proceeding at law is commenced to enforce any provisions or rights under this Agreement, the unsuccessful party to such action or proceeding as determined by the court in a final judgment or decree, shall pay the prevailing party (including, without limitation, such costs, expenses, and fees on any appeal), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included as part of such judgment.

24. ADMINISTRATIVE COSTS

In accordance with Welfare and Institutions Code §4629.7, CONTRACTOR shall ensure that not more than fifteen percent (15%) of all funds received from RCOC be spent on administrative costs.

25. INDEPENDENT AUDIT

CONTRACTOR shall obtain an independent audit or independent review of its financial statements in accordance with Welfare and Institutions Code §4652.5.

26. AMENDMENT

No amendments or other modifications of this Agreement shall be binding unless through written agreement by both parties and in accordance with all applicable laws and regulations.

24. MISCELLANEOUS PROVISIONS

The section headings in no way define, limit, extend, or interpret the scope of this Agreement or any particular paragraph, and the masculine, feminine or neuter gender and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

25. GOVERNING LAW

- a. It is the intention of the parties that the law of the State of California shall govern the validity of the Agreement, the construction of its terms, and the interpretations of the rights and duties of the parties. If during the period of this Agreement, any modification is required due to a change in the laws or applicable rules and regulations, such modification shall be implemented by the CONTRACTOR as required.
- b. The CONTRACTOR understands that a portion of the funding, under this contract, is federal funding. CONTRACTOR agrees to be governed by applicable federal law.

26. ENFORCEMENT

If any provision of this Agreement is held to be inoperative, unenforceable, or otherwise invalid, the remaining provisions hereof shall be carried into effect without regard to such inoperative, unenforceable or otherwise invalid provision. If any provision is held to be inoperative, unenforceable, or otherwise invalid with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the parties, either oral or written. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

28. EXECUTOR OF AGREEMENT

Both RCOC and CONTRACTOR do covenant that each individual executing this Agreement by and on behalf of each Party is a person duly authorized to execute this Agreement for that Party.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the date first set forth above.

Authorized Signatures:

Larry Landauer
Executive Director, RCOC

Date

Date

EXHIBIT A

SCOPE

OF

WORK

SCOPE OF WORK

1.0 GENERAL DESCRIPTION

The CONTRACTOR shall furnish labor, vehicles, materials, supplies and special equipment as required to provide the transportation services described herein.

Services shall be provided on such days and at such times as are specified by the RCOC, to and from locations, and for such persons as are specified by the RCOC Transportation Account Clerk. Services as described herein shall be provided on weekdays, Monday through Friday, between the hours of 6:00 a.m. and 7:30 p.m.

2.0 REQUIREMENTS FOR TRANSPORTING CONSUMERS

- 2.1 Scheduled consumer ride times shall be no greater than ninety (90) minutes, one-way. Overall system consumer ride times shall average sixty (60) minutes or less.
- 2.2 The families or care providers of new consumers shall be notified by CONTRACTOR of scheduled pick-up and drop-off times, prior to the day on which such new service is begun.
- 2.3 CONTRACTOR shall provide daily curb-to-curb delivery of RCOC consumers; assure that appropriate supervision is present at delivery, and that the parent, care provider or program has accepted responsibility for the delivered consumer.
- 2.4 The families, care providers or program staff shall be notified by CONTRACTOR when vehicles will be arriving more than fifteen (15) minutes ahead of or behind schedule.
- 2.5 Delivery of a consumer to a program shall not be earlier than fifteen (15) minutes before or later than fifteen (15) minutes after scheduled program start time and the pick-up of a consumer from a program shall be no later than fifteen (15) minutes after the scheduled program stop time.
- 2.6 The CONTRACTOR shall attempt to pick up for three (3) consecutive days any consumer who is absent without prior notification from the RCOC Transportation Account Clerk. CONTRACTOR shall notify Transportation Account Clerk immediately to put service on hold.
- 2.7 All consumers' safety belts are required to be fastened prior to the start of the vehicle, each time the vehicle starts.
- 2.8 CONTRACTOR shall wait up to five (5) minutes at pick-up address if consumer(s) are not already present.

3.0 CONDUCT OF DRIVERS OPERATING VEHICLES

- 3.1 It is the responsibility of the CONTRACTOR to maintain orderly conduct on all vehicles transporting RCOC consumers. CONTRACTOR shall provide written documentation of any incidents of misconduct to the RCOC Transportation Account Clerk within one (1) working day of the incident. However, if the incident involves an injury or accident, the CONTRACTOR shall notify RCOC on the same day of the incident as required by Paragraph 17.3.1 hereof. CONTRACTOR shall also make a further written report as required by Paragraph 17.3.2.
- 3.1.1 Drivers shall provide written document on all incidents, accidents and/or reporting of a consumer.
- 3.2 The CONTRACTOR shall not suspend a consumer from use of transportation services, or terminate from use, without discussion of the problem with RCOC and without written RCOC approval. The CONTRACTOR shall permit RCOC staff and/or vendor representative service to ride a vehicle at any time for purposes of evaluating and/or treating consumer behavior. The CONTRACTOR shall support the bus driver(s) in implementing procedures for managing consumer behavior on the bus that are consistent with maintenance of the welfare and safety of all passengers, including the driver.

4.0 REQUIREMENT OF RESPONSIBILITY

- 4.1 All consumers who require release only to the custody of a responsible adult shall be so indicated on the Transportation Service Request Form transmitted to the CONTRACTOR prior to start of new service. This requires that these consumers be dropped off only when a responsible adult is in attendance. In the event a claim, suit or other legal proceeding is filed on account of leaving alone a consumer whose Transportation Service Request form indicates an adult must be present, the CONTRACTOR shall defend and indemnify the RCOC, its agents, employees, officers and directors against such claim, suit or legal proceeding and shall be liable for all costs of defending the same and for the payment of any settlement, judgment or award resulting therefrom.
- 4.2 The CONTRACTOR shall establish procedures for the handling of those cases where there is no responsible adult to receive a consumer designated as "responsible adult must receive". While the RCOC believes the number of these instances to be few, procedures for handling those periodic cases shall be the responsibility of the CONTRACTOR. The RCOC shall assist in working with families and care providers with repeated instances of no responsible adult to receive the transported consumers.

5.0 ROUTING AND SCHEDULING

- 5.1 CONTRACTOR shall utilize MIDAS-PT scheduling systems for the daily routing and scheduling of RCOC transportation services. No scheduling is to be done manually unless used as a temporary backup.
- 5.2 The routes shall be implemented in accordance with the consumer schedule information provided by the RCOC. CONTRACTOR shall assure that consumers will be picked up within a window of 20 minutes (10 minutes either side of the designated pick up time) and delivered to their destinations within 15 minutes of the requested arrival time. Similarly, the CONTRACTOR shall pick up consumers at the requested place and time and deliver them to the designated drop-off places within a window of 30 minutes (15 minutes either side of the designated pick up time), provided conditions in Section 2.5 are met.
- 5.3 Dry runs of each a.m. and p.m. route shall be completed prior to start-of-operations, with the CONTRACTOR providing evidence of completion of said dry runs. The cost of dry runs shall be borne by CONTRACTOR(s) as a normal preparation for service under the Agreement.
- 5.4 Routes shall not be accepted by the RCOC, which have an average ride time in excess of 60 minutes. No consumer shall experience a ride time in excess of 90 minutes. The RCOC reserves the right to request routing adjustments where such standards are not met.
- 5.5 The CONTRACTOR shall provide a telephone number which parents, care providers or guardians/conservators may call prior to 6:00 a.m. to indicate that a consumer will not be using the bus on that day.
- 5.6 The CONTRACTOR shall assist the RCOC in maintaining accurate information about routes, ridership, and provide corrections to the RCOC as necessary. CONTRACTOR shall also terminate service for any consumer who is absent more than three (3) days without prior notification and report to the RCOC Transportation Account Clerk immediately.
- 5.7 Prior to start of service under an awarded service agreement, the RCOC shall provide the CONTRACTOR with the then current list containing all relevant information from the Transportation Service Request form in any format needed by the CONTRACTOR, limited only by the restrictions of the hardware available to the RCOC. An updated list of contact persons at each program site and destination addresses and program hours shall also be provided at this time. Therefore, the RCOC shall provide updated information on individual Transportation Service Request forms, as such changes occur.

5.8 CONTRACTOR shall develop contingency plans for the following situations, to be available to the RCOC for review upon request:

- Emergency Program Closing, prior to regularly scheduled program time;
- Natural disaster or other emergencies as may be deemed necessary by the RCOC.

5.9 Upon acceptance of bid, and before CONTRACTOR begins rendering services under the Service Agreement, CONTRACTOR shall provide RCOC with a copy of the routes so established. Thereafter, a copy of the routes established shall be provided to the RCOC quarterly. Changes shall be made on such routes from time-to-time, pursuant to service request process as described in Section 6.0 herein.

6.0 SERVICE REQUEST PROCESS

6.1 CONTRACTOR shall make changes to routes established and maintained by the CONTRACTOR as requested in writing by the RCOC, and as required to:

6.1.1 Suspend or delete services for a consumer three (3) working days following receipt notification from the RCOC;

6.1.2 Add a consumer to a route within ten (10) working days following notification from the RCOC;

6.1.3 Add a new program location to a route within ten (10) working days following notification from the RCOC;

6.1.4 Delete a program location from a route within ten (10) working days following notification from the RCOC.

6.2 Service shall be authorized in writing only by the RCOC Transportation Account Clerk or some other individual so designated by the RCOC Director. Notification of such changes referred to above may be received only from the Transportation Account Clerk, or some other individual so designated by the RCOC Director.

6.3 No payment shall be made for any portion of a monthly invoice submitted pursuant to Paragraph 15, Scope of Work; hereof attributable to service suspended or deleted pursuant hereto by the RCOC Transportation Account Clerk.

6.4 No payment shall be made for any consumer or parent not authorized to travel by the RCOC Transportation Account Clerk as set forth in Sub-paragraph 6.2 of this "Scope of Work."

- 6.5 If CONTRACTOR refuses properly reduced transportation service to any consumer, the RCOC may assess liquidated damages for such refusal pursuant to the Service Agreement.
- 6.6 Increased or decreased service resulting from program and consumer population changes shall be implemented by the CONTRACTOR in accordance with the schedule of changes as specified above. Such increased or decreased service shall be deemed an ordinary part of "Scope of Work."

7.0 SERVICE BOUNDARIES

- 7.1 CONTRACTOR will provide transportation within the boundaries set forth in the "Service Boundaries," Exhibit B, attached hereto and by this reference incorporated herein.
- 7.2 All consumers receiving transportation from the CONTRACTOR on _____, 20__ and who have routes outside of the identified boundaries will continue to receive transportation services.
- 7.3 Any new transportation request outside of the identified boundaries must be pre-approved by RCOC and accepted by Contractor if three (3) or more consumers are transported to the same program.

8.0 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall employ, train and retain the required number of drivers, aides, dispatchers and administrative personnel necessary to provide the required levels of service. CONTRACTOR shall operate in full compliance with all applicable State and Federal laws and regulations, including regulations addressing driver and vehicle licensing.

Prior to employment, the applicant's H-6 printout which details their 10-year driving record shall be reviewed to insure that they have not accrued more than four points in 12 months, six points in 24 months or eight points in 36 months. Any applicant having accrued more than these points shall not be considered for a driving position. All employees' original H-6 printouts shall be maintained in their personnel files to document their driving history at the time of their hire.

8.1 Drivers/Aides

8.1.1 All drivers employed by the CONTRACTOR to provide service to the RCOC shall have and maintain a proper, valid and appropriate class California driver's license based upon Minimum Operator Qualifications outlined by CONTRACTOR'S hiring standards.

8.1.1.1 Applicants must provide a complete and verifiable employment history. Three years of employment history

must be verified with all employers listed on the application, and must include the past ten years of employment, when applicable.

8.1.1.2 An investigation of the Operator's safety performance history must be conducted with the Department of Transportation – regulated employers during the preceding three years.

8.1.1.3 Motor Vehicle Records (MVRs) for an operator position must meet the following standards:

- No homicide, manslaughter, or assault convictions associated with the operation of a motor vehicle.
- No convictions for driving while intoxicated within the past seven years.
- No more than two minor moving violations within the past thirty-six months.
- Contractor will insure that under no circumstances shall an applicant be hired, given a road test, placed in training, or be allowed to drive a company vehicle without an MVR in compliance with this policy.

8.1.2 All drivers/aides must be in good physical and mental condition at all times when driving or riding in vehicles in service of the RCOC.

8.1.3 CONTRACTOR shall develop and implement a pre-employment screening program satisfactory to the RCOC, which shall include a California Department of Motor Vehicles (DMV) check and such screening information shall be in a permanent driver record held by the CONTRACTOR. CONTRACTOR shall provide the RCOC with evidence of driver pre-employment screening and drivers' DMV checks when requested by the RCOC. Other pre-employment checks shall include, but not be limited to, a criminal background check as identified in Section 8.1.3.2 below.

8.1.3.1 Applicants must undergo a pre-employment drug test by a CONTRACTOR appointed physician/facility and receive clearance from prior DOT employers as a condition of employment.

- Applicants must undergo a drug test without advance notice of the drug test appointment.
- Applicants must receive a negative drug test result prior to working in a safety-sensitive position or entering a Contractor vehicle.

- Applicants who have previously failed a drug or alcohol test in a safety-sensitive position will not be considered for employment, unless proof of successfully completing a treatment program is provided.
- 8.1.3.2 Applicants must pass a criminal background check. The criminal background check shall include, at a minimum, a national criminal history search with all 50 states, a search of the national terrorist and federal government watch lists, and a search of sex offender registries. All drivers/aides serving RCOC consumers shall meet the following standards:
- No felony convictions within the past seven years.
 - No conviction for drug possession or use within the past seven years.
 - Never have had a conviction for drug trafficking or manufacturing.
 - No conviction for assault within the past seven years.
 - No pattern of illegal activities within the past seven years.
 - Never have had a conviction for a sexual offense.
 - Never have had a conviction for murder.
- 8.1.3.3 Applicants must consent to a background check using the appropriate Authorization to Conduct Background Check (FCRA Authorization) included as part of the ApplicantCare process.
- 8.1.4 All drivers and vehicles must possess all certifications required by law, including a certificate for transportation of individuals with developmental disabilities (VDDP) issued by the DMV.
- 8.1.5 All drivers/aides shall be well groomed and shall wear the CONTRACTOR provided identification at all times when driving or riding in vehicles in service of the RCOC.
- 8.1.5.1 CONTRACTOR must see to it that driver's uniforms remain in good repair, and do not appear old or worn out. Uniforms that are not in appropriate condition must be replaced at the CONTRACTOR's expense. CONTRACTOR must see to it that driver's uniforms are neat, clean and appropriately fitted.
- 8.1.5.2 CONTRACTOR must see to it that drivers present a professional appearance.
- 8.1.5.3 Drivers/aides shall be assigned to the same route whenever possible.

8.1.5.4 Driver/aides shall have adequate command of the English language for communicating with the RCOC consumers transported, as determined by the RCOC.

8.1.6 CONTRACTOR shall review driver/aide performance at least once each year for the purpose of observing their operating practices. This review shall include, but not be limited to, review of safety practices, conformity to all pertinent safety and operating policies, regulations and laws, adherence to established routes and schedules, interpersonal and physical management of consumers, and other factors involved in the provision of transportation services for individuals with developmental disabilities (e.g., communication with parents, staff of day programs, completing attendance utilization sheets, etc.). All drivers/aides assigned to perform services for consumers of the RCOC shall maintain a minimum rating of “satisfactory” in all areas.

8.1.7 Use of drugs, alcohol, and tobacco while in a vehicle in RCOC use is prohibited. Firearms, knives, and other weapons are prohibited on said vehicles.

8.1.8 Drivers/aides shall not stop during routes for meals or food breaks nor shall they offer or give food to the RCOC consumers.

8.1.9 Drivers/aides shall adhere to all CONTRACTOR-developed policies related to absence and tardiness, attitude and conduct toward consumers. The RCOC reserves the right to review said policies, procedures and implementation.

8.1.10 The RCOC reserves the right to review all pertinent performance records of drivers/aides providing services to RCOC consumers and to require replacement of a driver/aide within one (1) day after receipt of notification from the RCOC if his or her performance is judged to be unsatisfactory.

8.2 Project Manager and Assistant Project Manager

8.2.1 CONTRACTOR shall assign the necessary management and administrative personnel whose knowledge will assure efficient operation of transportation services for RCOC consumers. CONTRACTOR shall provide at least two key individuals as Project Manager and Assistant Project Manager to manage day-to-day operations of RCOC’s Transportation Services contract. CONTRACTOR shall not replace Project Manager without notifying RCOC staff.

8.2.1.1 The Project Manager will be the individual in charge of all management expectations as set forth below. Project Manager will be 100% responsible to this contract.

- Will verify electronic invoices indicating that all pricing on invoice is accurate and checked for significant errors. Errors may include but not be limited to, billing of consumer(s) that have been terminated for transportation services and/or billing duplicated trips.
- Will be responsible for submitting account and operations reports.
- Will be responsible for handling situations rising up to possible liquidated damages.
- Will maintain consistent and sufficient contact and communication with RCOC staff when necessary.

8.2.1.2 The Assistant Project Manager or Supervisor shall be an individual assigned to assist managing day-to-day operations for RCOC's Transportation Services contract. Assistant Project Manager shall be available 100% of the time during operating hours. Assistant Project Manager shall be responsible for all duties as set forth below.

- Assistant Manager or Supervisor will be available to personnel to receive and place telephone calls, monitor the service during the hours consumers are being transported and respond to emergencies within a reasonable period of time.
- Assistant Manager or Supervisor will be assigned to supervise investigation and responses to consumer comments and maintain high quality and customer oriented services.

8.2.2. Project Manager and Assistant Project Manager shall be available during the hours the RCOC's consumers are transported for the purpose of handling problems and responding to questions. Both individuals shall have the authority to act in all operating matters covered by this "Scope of Work."

9.0 USE OF AIDES

9.1 RCOC shall authorize and pay for the use of aides on a route-by-route basis. No aide hours may be charged to the RCOC without prior written consent from the RCOC Transportation Account Clerk.

9.2 The CONTRACTOR may request an aide for specific routes but shall charge the rate for such aide only with prior authorization by the RCOC Transportation Account Clerk. Such authorization shall be granted based upon existing criteria regarding use of aides. These criteria include but are not limited to:

- Vehicles carrying 3 or more consumers in wheelchairs as may be required.
- Vehicles carrying 2 or more consumers with severe behavior problems as may be required.

9.3 The continued use of aides shall be reviewed periodically by the RCOC to determine whether there may be alternatives to such use of aides on given vehicles/routes.

10.0 DRIVER/AIDE ORIENTATION & TRAINING

10.1 New Driver Orientation

Training must include a comprehensive program that encompasses new driver training, orientation to safety policies and regular ongoing in-service training for all existing employees.

A new driver training program must be administered for all new drivers. The program must provide both classroom and behind-the-wheel instruction. The course must provide, at a minimum, instruction in the following areas:

- a) Driver Responsibilities and Procedures
- b) Company Policies and Procedures
- c) Public and Passenger Relations
- d) Passenger Sensitivity Training
- e) APS mandated reporting and RCOC SIR Reporting Procedures
- f) Lift Operation and Wheelchair Securement
- g) Substance Program
- h) Radio Procedures
- i) Accident Reporting
- j) Passenger Loading and Unloading
- k) Driving Skills /Defensive Driving
- l) Vehicle Operations

10.1.1 All drivers/aides shall attend a driver/aide orientation as presented by the CONTRACTOR, which shall include, but not be limited to, instruction concerning consumer management on the vehicle, dealing with parents and care providers, procedures for reporting incidents and accidents, procedures for reporting late service, getting lost and other related service problems, procedures for use of communications

equipment. Participation in such programs shall be documented and included in each driver's personnel record.

10.2 All costs for driver orientation shall be borne by the CONTRACTOR. The RCOC may monitor said driver orientation.

11.0 ON-GOING DRIVER TRAINING/SAFETY PROGRAM

The CONTRACTOR'S training program shall also include on-going in-service training for all employees. This training shall include regular safety meetings, safety orientation for new employees and retraining as necessary for employees who have been involved in incidents or accidents. All preventable accidents shall result in counseling and retraining for the individual in an effort to prevent recurrence of the accident. Training shall be customized for the individual based upon the nature of the infraction.

In-service training shall be provided to all of the employees through on-going, regular safety meetings. Topics covered in these meetings shall include:

- a) Review of the previous month's accidents
- b) Presentation of information regarding changes in the laws
- c) Presentations by guest speakers (CHP, railroad safety, etc.)
- d) Review of a selection of the Defensive Driving Program
- e) Fire prevention and suppression demonstrations
- f) Inclement Weather Driving
- g) Discussion of the Substance Abuse Program
- h) Review of a section of the Transporting Passengers with Special Needs Program
- i) APS mandated reporting and RCOC SIR Reporting Procedure

Attendance at the monthly safety meetings shall be mandatory and absence shall count negatively toward an employee's attendance record.

All safety sensitive and non-safety-sensitive employees shall be subject to the following testing:

- Pre-employment
- Reasonable suspicion
- Post-accident
- Return to duty after a leave of absence exceeding 30 days

Employees who perform safety-sensitive functions shall be subject to random testing. All testing will be conducted consistent with the procedures put forth in 49 CFR Pat 40. Analytical urine testing shall be used for drug testing. Test for alcohol concentration shall be conducted using a National Highway Traffic Safety Administration approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). Any employee that has a confirmed positive drug or alcohol test shall be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a

substance abuse professional. A positive drug and/or alcohol test shall also result in disciplinary action up to and including termination.

- 11.1 CONTRACTOR shall plan and implement an ongoing safety program in a format satisfactory to the RCOC and shall provide qualified instructors to conduct the program. The cost of the safety program shall be borne by the CONTRACTOR. Said program shall consist of not less than a meeting every other month, of not less than one (1) hour in length. The scheduled dates and scheduled content of such safety programs shall be submitted to the RCOC at least quarterly along with signed attendance sheets by those drivers present. Said program shall address, but is not limited to, topics of first aid instruction, CPR instruction, instruction in passenger assistance/two-way communication procedures, and safe driving instruction.
- 11.2 Drivers/aides required to transport consumers in wheelchairs shall have training in lifting techniques and treatment of persons with disabilities who must be lifted. All such personnel shall be physically capable of performing the required lifting.
- 11.3 The CONTRACTOR shall assure that each driver/aide attends the programs at least once each quarter. Evidence of such attendance shall be provided to the RCOC upon request.
- 11.4 Drivers/aides shall be trained in passenger assistance techniques for developmentally disabled persons. The RCOC may conduct or may assist the CONTRACTOR in conducting such in-service training activities as are deemed appropriate by RCOC.
- 11.5 Evidence of drivers' training programs shall be reflected in the safe operation of vehicles under service to the RCOC, as may be monitored by representation of the RCOC.

12.0 CONTRACTOR'S EQUIPMENT

Before any services are rendered by the CONTRACTOR for the RCOC, and at all times during the term of the Agreement with the RCOC, the CONTRACTOR shall do the following:

- 12.1 CONTRACTOR shall provide and maintain vehicles, which meet the requirements of the California Highway Patrol annual terminal inspection (Section 34501 (c) (e) California Vehicle Code).
- 12.2 CONTRACTOR shall provide the RCOC with annual documentation that vehicles have been inspected by the California Highway Patrol, as required, and that any items cited for repair or completion have been satisfactorily addressed.

- 12.3 The CONTRACTOR shall not transport consumers in wheelchairs except in vehicles meeting the safety standards of the California Highway Patrol.
- 12.4 CONTRACTOR shall maintain all vehicles in good condition during the term of this Agreement. The RCOC reserves the right to inspect or to ride in the vehicles at any time during the term of this Agreement.
- 12.5 CONTRACTOR shall provide regularly scheduled preventative maintenance for each vehicle assigned to the RCOC transportation service as specified by the vehicle manufacturer and applicable state regulations; documentation of such maintenance on each vehicle shall be made available to the RCOC upon request.
- 12.6 All vehicles utilized by the CONTRACTOR shall be clean and sanitary and shall have a good exterior and interior appearance during the entire term of the Agreement.
- 12.7 All vehicles, including back-up vehicles used in providing RCOC services, shall be equipped with functioning communication systems. Such systems shall be defined as those, which are fully capable of both sending and receiving messages to and from the CONTRACTOR's dispatch personnel. Any repair or replacement of such radio shall be at CONTRACTOR's expense.
- 12.8 All vehicles shall have sufficient fuel to complete one a.m. or p.m. route before the boarding of any consumers. No vehicle driver shall stop the vehicle for refueling while consumers are on board.
- 12.9 All vehicles shall be equipped with first aid kits and fire extinguishers.
- 12.10 Every vehicle shall have enough seats to accommodate all consumers on its route; CONTRACTOR shall not schedule any route to exceed the vehicle manufacturer's recommended seating capacity.
- 12.11 If the above vehicle equipment standards are not met, liquidated damages may be assessed. Monitoring may occur through RCOC conducting random vehicle checks. Amount of penalty may be discussed with RCOC Director and CONTRACTOR's Project Manager.

13.0 SPECIAL EQUIPMENT REQUIREMENTS

- 13.1 If during the period of the executed service agreement any modification or installation of equipment is required due to a change in the law or applicable rules and regulations, such modification or installation shall be made by the

CONTRACTOR required. Costs of such modification, installation and maintenance shall be borne by the CONTRACTOR.

- 13.2 Seat belts in all vehicles and wheelchair tie-downs of sufficient number are required such that all consumers in wheelchairs may be adequately secured during transport and each ambulatory consumer has access to a seatbelt. These shall be provided by the CONTRACTOR at the CONTRACTOR's own expense.
- 13.3 Shoulder harnesses or other restraining devices that may be required due to the nature of the consumer's safety management needs may be implemented by the CONTRACTOR with prior written authorization by the RCOC. The RCOC shall bear the costs of such devices. RCOC shall coordinate the intervening plan including the securement of such devices.
- 13.4 Wheelchair accessible vehicles shall be provided by the CONTRACTOR as required to transport the consumers requiring such vehicles at the CONTRACTOR's own expense, wheelchair ramps, their location on the vehicle, mechanically or electrically operated lifts, if used, and wheelchair securement within the vehicles shall be in accordance with applicable state regulations, and shall be provided by the CONTRACTOR, at the CONTRACTOR's own expense.
- 13.5 CONTRACTOR shall not use on any route a vehicle that does not contain all required special equipment such as described in Sub-paragraph 12.1, 12.2 and 12.4.
- 13.6 CONTRACTOR shall maintain vehicles at a temperature not excessively hot or cold.

14.0 CONTRACTOR'S FACILITIES AND LOCATION OF EQUIPMENT

- 14.1 CONTRACTOR shall maintain parking, maintenance and administrative facilities required to provide transportation service hereunder in close proximity to the area in which the work is to be performed.
- 14.2 All vehicles utilized in service of the RCOC shall be night parked to provide the most efficient and secure transportation service.

15.0 INVOICING REQUIREMENTS

- 15.1 The report described below shall be submitted by the CONTRACTOR to the RCOC on a monthly basis as a condition of payment in the manner described below. Consumer trip information submitted shall include:

- a) Consumer name

- b) Days of the week consumer is traveling
- c) Total one-way trips
- d) Total dollars billable
- e) Aides

15.2 All payments shall be made in arrears of service.

16.0 SCHEDULING FOR PROGRAM CLOSURE

- 16.1 Payment hereunder shall be pursuant to the reporting required by Section 15.1 hereof, and shall be for services rendered pursuant hereto only. Accordingly, no payments shall be made for any services reported on days when consumer programs or other designations are scheduled to be closed unless specifically authorized by RCOC.
- 16.2 The Uniform Holiday Schedule, which establishes common dates for RCOC vendored program closure, as established by the Department of Developmental Services, will be published on RCOC's website a minimum of 3 months in advance, and will establish a 12 month schedule of holiday closures.

17.0 REPORTING REQUIREMENTS

- 17.1 Vehicles information shall be submitted within 30 days of signature of this Agreement and within 30 days upon request. CONTRACTOR shall complete a Vehicle Inventory Form identifying every vehicle in use at the time of signature of this Agreement and providing information on the license number, size, year, mileage, and related information on each of these vehicles. This report is to be updated annually thereafter; or, within 30 days of its request by RCOC.
- 17.2 Failure to submit route sheets, consumer lists, and vehicle inventory reports on schedule shall result in assessment of damages as described within the Agreement and in accordance with provisions set forth herein.
- 17.3 All accidents/incidents which involve the RCOC's consumers and CONTRACTOR'S equipment or personnel ("accident/incident") shall be reported to the RCOC in accordance with Section 54327.1 of Title 17 of the California Code of Regulations as follows:
- 17.3.1 Accidents/incidents involving injuries to consumers or their persons shall be reported verbally, by telephone or other similar methods, to the RCOC Special Incident Coordinator immediately after the

CONTRACTOR receives notification of same, on the same day that the accident/incident occurs.

17.3.2 A further written report which includes all pertinent information shall be provided to the CONTRACTOR as soon as reasonably possible after each accident/incident, whether or not an injury is involved, but in no event later than one (1) working day after the accident/incident. The CONTRACTOR shall provide any additional information concerning the accident/incident as may be requested by the RCOC.

17.3.3 Failure to submit accident/incident reports shall result in assessment of damages as described within the Agreement and in accordance with provisions set forth herein.

18.0 MONITORING AND INVESTIGATION

18.1 The RCOC reserves the right to monitor the CONTRACTOR's performance as described within this "Scope of Work," including but not limited to the following areas:

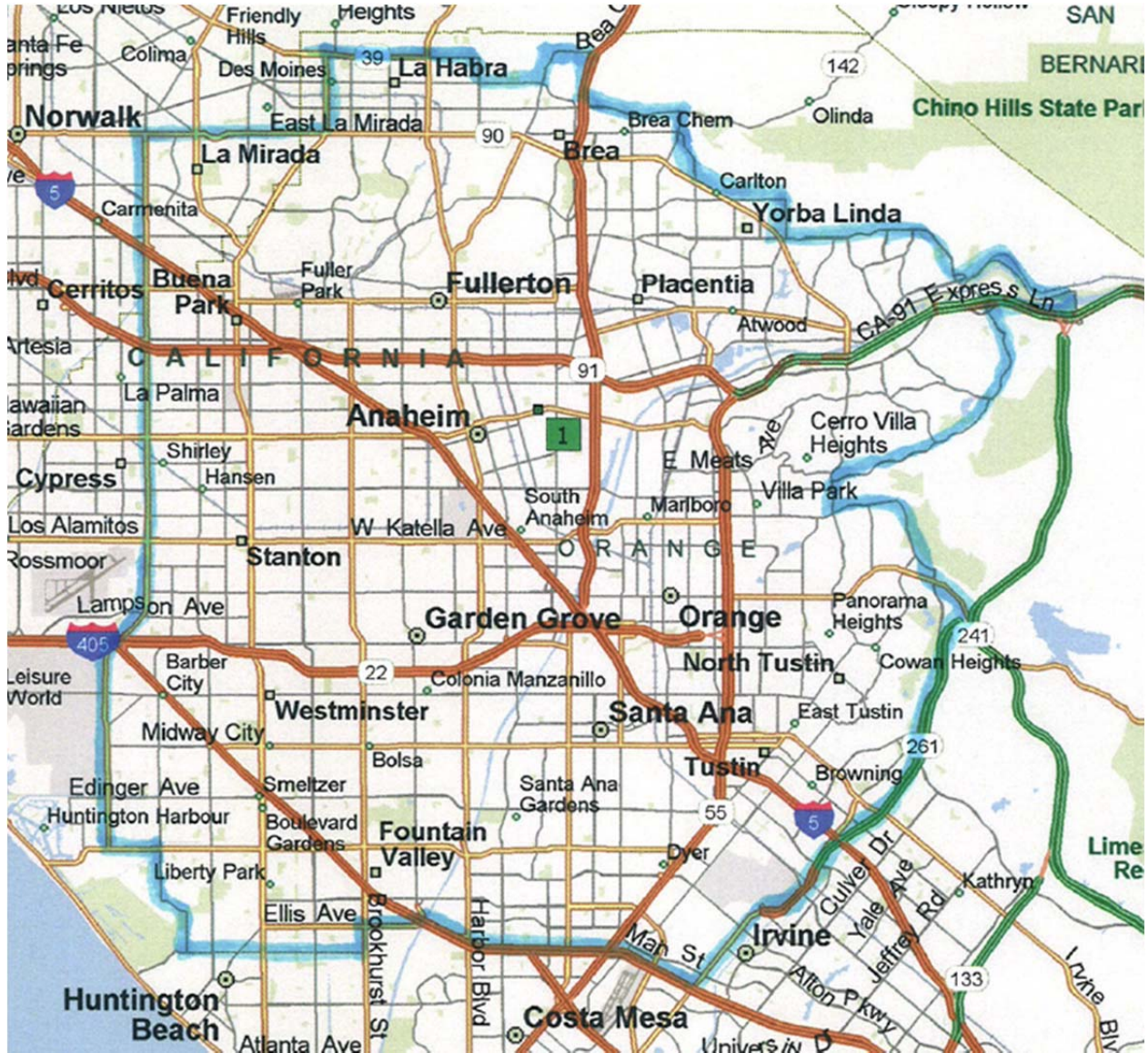
18.1.1 The RCOC may monitor consumer ride times to insure that the system average ride times are within the limits set forth in Section 2.1 hereof.

18.1.2 The RCOC may monitor service delivery on a periodic basis, such as monitoring to include, but not be limited to, activities such as riding on the vehicles during service periods, observance of vehicle appearance, and reviewing operations and maintenance records, as well as any other written records related to the provision of service as described herein. Such records shall be maintained for a minimum of five (5) years.

18.1.3 The RCOC may investigate and obtain any additional information on all accidents/incidents described herein and may document same during vehicle operation periods.

EXHIBIT B

MAP OF SERVICE AREA



ATTACHMENT D

PROTEST PROCEDURE

Unsuccessful applicants may protest the notice of intent to award the transportation services contract by submitting a protest in accordance with the procedures set forth below. **All protests must be received no later than 5:00 p.m. on Monday, May 6, 2013.**

1. Unsuccessful applicants desiring to protest the notice of intent to award the transportation services contract must submit a letter to RCOC which sets forth the specific reasons the applicant believes that the successful applicant should not be awarded the transportation services contract. The reasons must be described with sufficient detail to allow RCOC to investigate the assertions and determine whether they have merit. The protest must include the name of the applicant submitting the protest. All protests must be submitted to:

Regional Center of Orange County
Attn: Marta Vasquez
1525 North Tustin Avenue
Santa Ana, CA 92705

2. RCOC will review and investigate all protests received, and may request additional information if necessary.
3. Following investigation, RCOC's Executive Director or his designee will provide a written decision in response to the protest. The written decision will address each of the specific reasons included in the protest for why the transportation services contract should not be awarded to the selected applicant.
4. The decision of the Executive Director will be issued no later than Friday, May 31, 2013. The decision of the Executive Director shall be the final decision on all protests.
5. The transportation services contract may be awarded within 3 business days following resolution of all protests received.