

AGREEMENT
FY 2020-21, FY 2021-22, FY 2022-23

FOR AMERICANS WITH DISABILITIES ACT CERTIFICATION SERVICES

This agreement (“Agreement”) is entered into _____, 2020, by and between Ventura County Transportation Commission, also referred to as “VCTC,” and Mobility Management Partners, Inc. referred herein as “Contractor”.

RECITALS

WHEREAS, the Ventura County Transportation Commission (“VCTC”) issued a Request for Proposals for Americans with Disabilities Act, referred to as “ADA,” Certification Services on December 16, 2019, with proposals submitted on February 3, 2020, and has selected Contractor to provide ADA Certification Services; and

WHEREAS, based on the Request for Proposals the ADA Certification Services included in this Agreement will be provided from July 1, 2020 to June 30, 2023, with two optional one-year extensions.

NOW, THEREFORE, VCTC and Contractor hereby agree as follows:

1. STATEMENT OF AGREEMENT

VCTC engages Contractor, and Contractor accepts such engagement, to perform the services on the terms and conditions and for the compensation all as set forth in this Agreement. Contractor warrants that it has the qualifications, experience and facilities to properly perform said services and agrees to undertake and complete the performance for the professional services.

2. DESCRIPTION OF SERVICES

The services to be performed by Contractor are “ADA Certification Services” as described in more detail and set forth in the Scope of Work attached to this Agreement and incorporated herein as Attachment #1. By reference, the services as outlined in the associated Request for Proposals and Contractor’s proposal to provide this service are also made a part of this Agreement. In the event of a disagreement between the Contractor’s proposal and either the Scope of Work, VCTC’s Request for Proposals or the main body of this Agreement, the Scope of Work, VCTC’s Request for Proposals and the main body of this Agreement shall prevail over the Contractor’s proposal.

3. CHANGES IN THE WORK

It shall be understood and agreed by the Contractor that the Executive Director of the VCTC, may, at any time during the progress of this project, decrease the services to be performed by the

Contractor and adjust the Agreement cost accordingly based on the rates provided in Attachment #2. Any such change shall not invalidate this Agreement, and the Contractor shall agree to provide the modified services pursuant to this Agreement.

4. COMPENSATION

The total compensation payable to Contractor, by VCTC, for providing ADA Certification Services is not to exceed the annual amounts shown and described in Attachment #2, attached hereto and incorporated herein, for each year of service. The total compensation payable to Contractor by VCTC shall not exceed \$1,080,132 for the entire 3-year Base Term of this Agreement as also shown in Attachment #2.

If VCTC elects to exercise the Extension Options provided for in Section 5 below, the total compensation payable to Contractor during the first extension shall not exceed \$381,862 and the total compensation for the second extension shall not exceed \$393,319. The maximum total compensation payable under this Agreement for the 3-year Base Term plus the two one-year optional extension periods shall not exceed \$1,855,313.

Subject to the annual budgets adopted by the VCTC during the term of this Agreement, the total compensation referenced above and reflected in Attachment #2 may, in addition to the change of work authorized in Section 3, may only be modified by mutual written agreement of the Executive Director of the VCTC and the authorized representative of Contractor.

The VCTC shall not be obligated to pay Contractor for costs incurred in excess of the amounts shown above and reflected in Attachment #2, as it may be modified from time to time as provided by this Section 4. VCTC will pay Contractor at the rates listed on Attachment #2 as it may be modified from time to time, for the service actually provided, and identified in the Scope of Work.

5. TERM/EXTENSION

Unless terminated earlier pursuant to Section 17 of this Agreement, this Agreement will commence on July 1, 2020 (“Effective Date”) and will terminate on June 30, 2023 (“Base Term”). VCTC has the option to extend this Agreement for two (2) additional one-year terms, at the prices specified in Attachment #2 (“Extension Options”). To exercise the Extension Options, VCTC shall notify Contractor in writing of its intention to exercise said extension(s).

6. PROGRESS AND COMPLETION

Upon written authorization of the VCTC to proceed, the Contractor will begin mobilization to ensure that ADA Certification Services to the public under this Agreement will commence on July 1, 2020.

7. ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the provision and maintenance of specified services and Contractor may not assign or subcontract its rights under this Agreement nor delegate the performance of its duties without VCTC's prior written consent. Contractor, its assigns and subcontractors shall complete all obligations under this Agreement and as set forth in Scope of Work. Any subcontract, assignment or delegation without VCTC's prior written consent shall be void.

8. STAFFING

8.1 Assignment/Removal of Staff.

Certification services for VCTC shall be assigned to a limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff shall be identified in writing and submitted to VCTC. Any changes to this staffing shall be provided to VCTC in writing. Contractor must ensure that interactions with applicants are conducted in a professional, courteous and respectful manner. VCTC may require that any Contractor employee assigned to provide services under this Agreement be removed from VCTC's work for cause. VCTC may require immediate removal if, in its sole determination, such immediate removal is warranted under the circumstances. VCTC will notify the Contractor's Project Manager in writing of any employee determined to be unsuitable for assignment to VCTC's project and shall provide the documentation as to the basis for this determination. Unless VCTC is requiring immediate reassignment, Contractor shall, at its sole discretion, within five (5) business days of receipt of such notice, either propose to replace the employee or present to VCTC a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either VCTC rejects the plan or the employee's performance deficiencies are not corrected to VCTC's satisfaction with the 30-day period, the Contractor shall immediately replace the employee.

8.2 Training

Contractor shall be responsible for ensuring that all Contractor personnel have appropriate and adequate training and Contractor shall arrange for that training. Contractor shall develop and provide a training program sufficient to meet the ADA Act requirements. The training program shall be reviewed and approved by VCTC staff prior to implementation.

Prior to their assignment to VCTC's project, each employee shall receive, at a minimum, the following training:

- Contractor's training program as described above;
- VCTC orientation on Ventura County transit services, policies, and procedures, to be provided by VCTC staff; and
- Training in sensitivity issues regarding working with individuals with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training provided by the Contractor.

Contractor shall permit VCTC staff on an occasional basis to attend and participate in Contractor's training program for application review/eligibility determination conducted for their own staff as described.

9. EMERGENCY PROTOCOLS/PROCEDURES

All applicants referred to the Contractor are likely to have some degree of physical, cognitive and/or mental disability. Contractor policies and procedures shall be in place to respond to any emergencies (e.g. cardiopulmonary resuscitation, seizure management, etc.) that may arise during provision of the Services contemplated under this Agreement. VCTC may elect to review protocols and procedures for adequacy and if policies and procedures are found inadequate, VCTC may require changes to such procedures and policies to correct such inadequacies. VCTC will not be responsible for any costs associated with implementation of such policies and procedures as the costs of that implementation is included in the contracted service price/compensation outlined in Attachment #2 and Section 4 above.

10. RELATIONSHIP OF THE PARTIES

Contractor will act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of VCTC by virtue of this Agreement. Contractor agrees that its workers performing services under this Agreement shall be either (1) employees of Contractor, or (2) shall meet all of the following three requirements to qualify as independent contractors: (a) be free from control and direction of Contractor; (b) perform work that is outside the usual course of Contractor's business; and (c) be customarily engaged in an independently established trade, occupation or business of the same nature as the work the individual performs for Contractor. Contractor will defend, indemnify, and hold VCTC, Gold Coast Transit District, the County of Ventura, the City of Camarillo, the City of Fillmore, the City of Santa Paula, the City of Ojai, the City of Ventura, the City of Oxnard, the City of Port Hueneme, the City of Moorpark, the City of Simi Valley, and the City of Thousand Oaks harmless from any claims, demands, liabilities, costs, and expenses arising from Contractor's misclassification of workers providing services as independent contractors under this Agreement.

11. CONTRACTOR INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's Proposal. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the

subcontractor(s). Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

11.1. Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

11.2. Commercial General and Automobile Liability Insurance.

11.2.1 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.2.2 Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.2.3 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability Insurance and Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). No endorsement shall be attached limiting the coverage.

11.2.4 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

11.3. Professional Liability Insurance.

11.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.

11.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

11.3.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy

11.4. All Policies Requirements.

11.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

11.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish VCTC with complete copies of all policies delivered to Contractor by the insurer, including complete copies of all endorsements

attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the Contractor beginning work, this shall not waive the Contractor's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

11.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to VCTC at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

11.4.4 Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including VCTC's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

11. 4.5 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

11.4.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting” policy limit.

11.4.8 Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC’s interests are otherwise fully protected.

11.5. Remedies. In addition to any other remedies VCTC may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for Contractor’s breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or terminate this Agreement

12. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the Ventura County Transportation Commission, Gold Coast Transit District, the County of Ventura, the City of Camarillo, the City of Fillmore, the City of Santa Paula, the City of Ojai, the City of Ventura, the City of Oxnard, the City of Port Hueneme, the City of Moorpark, the City of Simi Valley, and the City of Thousand Oaks (the “VCTC Group”) from all liability costs, damages, or expenses, including attorneys’

Agreement Between the Ventura County Transportation Commission and
Mobility Management Partners, Inc.

For Americans with Disabilities Act Paratransit Certification Services

fees arising out of or incurred in connection with the Contractor and its employees'/agents' and subcontractors' acts or omissions in the performance of the services provided pursuant to this agreement, and Contractor agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC Group arising out of its performance of the services under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

The Contractor agrees to defend and pay entire cost of defending any claim or suit whenever or wherever made or brought against the VCTC Group based upon an infringement or alleged infringement of such letters patent, and to indemnify and save harmless the VCTC Group from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of the VCTC Group to use said equipment because of any infringement or alleged infringement of any letters patent.

13. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable Americans with Disabilities Act (ADA) and Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Agreement and/or the grant agreements between the VCTC and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Failure by the Contractor to so comply shall constitute a material breach of this Agreement. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this Agreement.

14. TERMINATION

- A. TERMINATION FOR CONVENIENCE** - VCTC, by written notice, may terminate this Agreement, in whole or in part, when it is in VCTC's interest to do so. If this Agreement is terminated, VCTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the date of termination.
- B. TERMINATION FOR DEFAULT [Breach or Cause]** - If the Contractor fails to perform the services in the manner called for in Agreement, or if the Contractor fails to comply with any other provisions of the Agreement, VCTC may terminate this Agreement for default. Termination shall be effective upon serving notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement prior to termination.

If it is later determined by VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond

the control of the Contractor, VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. OPPORTUNITY TO CURE (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. WAIVER OF REMEDIES FOR ANY BREACH** - In the event that VCTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by VCTC shall not limit VCTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement. Any such waiver by VCTC must be in writing.

15. BREACHES AND DISPUTE RESOLUTION PROCEDURE

- A. Disputes** - Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of VCTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the VCTC. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the VCTC shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance During Dispute** - Unless otherwise directed by VCTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages** - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies** - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the VCTC and the Contractor arising out

of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

E. Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the VCTC, Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. Liquidated Damages

Liquidated Damages Due to Contractor Vacancy

As described in the Scope of Work, due to the key role played by the Project manager in the successful discharge of this Agreement and the potential damage resulting from the vacancy in this position, the Contractor shall be charged \$5,000 per month for each month the Project Manager position is vacant beyond 30 calendar days. Although a new Project manager must receive prior approval from VCTC, it will be the responsibility of the Contractor to provide a Project manager acceptable to VCTC within a 30-day time frame. Both VCTC and the Contractor will work cooperatively to assure that all reasonable and feasible steps are taken to fill this position in the event of a vacancy.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;
- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered nonpreventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of the Agreement.

Liquidated Damages Due to Lack of Timely Response

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. ADA requires that an eligibility determination must be mailed to the applicant within twenty-one (21) calendar days of the completed application. Failure to meet this requirement will result in an assessment by VCTC of a penalty on the Contractor of \$400.00 per instance of non-compliance.

Before assessing this penalty, VCTC will use the following procedure:

- VCTC will notify the Contractor of its intent to assess a penalty;
- The Contractor will be given an opportunity to demonstrate that the Contractor could not reasonably have prevented the failure;
- Failures caused by actions of VCTC staff, natural disasters, or extreme and unusual weather or traffic conditions will be considered not preventable;
- Any such claim must be supported by adequate documentation;
- If VCTC determines that the failure was not preventable, then the penalty will be waived.

VCTC's decision to waive the assessment of any penalty will in no way affect VCTC's right to assess a penalty for a similar failure in the future and will in no way affect the Contractor's obligation to meet the associated performance standard.

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of the Agreement.

16. NOTICES

A. TO THE VCTC

All notices to the VCTC under this Agreement shall be in writing and sent to:

Darren M. Kettle,
Executive Director
Ventura County Transportation Commission
950 County Square Drive, Suite 207,
Ventura, CA 93003

B. TO THE CONTRACTOR

All notices to Contractor under this Agreement shall be in writing and sent to:

Michael R. Culver
Executive Director
Mobility Management Partners, Inc.
330 Wood Road, Suite A
Camarillo, CA 93010

17. ENTIRE AGREEMENT, MODIFICATION, AND EFFECTIVE DATE

A. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes all agreements and understandings related to this work. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise have been made by a party, or anyone acting on behalf of any party, which are not embodied herein or in the above-incorporated document, and that any other agreement, statement or promises not contained in this Agreement shall not be valid or binding.

B. MODIFICATIONS

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

18. GOVERNING LAW/VENUE

This Agreement shall be governed by and in accordance with the laws of the State of California and the United States of America. The venue for any dispute under this Agreement shall be the court of competent jurisdiction in the County of Ventura, California.

19. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20. ATTORNEYS' FEES

In the event an action is filed by either party to enforce rights under this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to any relief granted by the court.

21. INVOICING

The Contractor shall submit invoices to the VCTC within five (5) working days after the end of each month for services rendered during the reporting period. Invoices shall be prepared in such a form and supported by such documentation as may be required by VCTC to establish that the amounts are allowable. Payment to Contractor shall be made within thirty (30) days after receipt of an acceptable invoice. All invoices shall be addressed as follows:

Executive Director, Ventura County Transportation Commission
950 County Square Drive, Suite 207
Ventura, CA 93003

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives. Each party represents to the other party that this Agreement has been executed by a duly authorized agent of the party so representing.

VCTC: **VENTURA COUNTY TRANSPORTATION COMMISSION**

By _____
CLAUDIA BILL-DE LA PEÑA, COMMISSION CHAIR.

CONTRACTOR: **MOBILITY MANAGEMENT PARTNERS, INC.**

By _____
CHARLES DEVLIN, CHIEF EXECUTIVE OFFICER.

ATTEST:

Clerk of the Ventura County Transportation Commission

APPROVED AS TO FORM:

Steven T. Mattas , General Counsel
Ventura County Transportation Commission

APPROVED AS TO CONTENT:

Darren M. Kettle, Executive Director
Ventura County Transportation Commission

ATTACHMENT #1
SCOPE OF SERVICES

1. MANAGEMENT OF OPERATIONS

Project Manager

The Contractor shall provide a Project Manager who shall be responsible for and oversee day-to-day operations of the ADA certification program under direction of VCTC. The Project Manager shall not be replaced without prior permission from VCTC.

The Project Manager shall maintain consistent and sufficient contact with VCTC's Programming Director (VCTC). The Project Manager must be knowledgeable about ADA rules, regulations, and compliance regarding eligibility and certification. The Project Manager is responsible for the recruitment, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Services. The Project Manager may recommend to VCTC and the operators improvements to the ADA eligibility certification process as determined to be advisable. VCTC intends that this communication shall establish a working partnership to ensure that VCTC's ADA eligibility certification process works effectively and efficiently to the benefit of the ADA applicants and from the perspective of VCTC, the transit operators, and the Contractor.

The Project Manager shall demonstrate, by decision and action, competency in all aspects of VCTC's ADA eligibility certification process. The Project Manager shall function as line supervisor of all Contractor staff assigned to VCTC's project. The responsibilities of the Project Manager include, but are not limited to, the following:

- Availability of decision-making authority during normal business hours;
- Supervision of personnel assigned to perform the tasks specified in this Scope of Work;
- Administration of the eligibility certification process;
- Attendance at monthly meetings that VCTC may require;
- Collaboration with VCTC staff and local transit operators to refine the ADA eligibility certification process as determined appropriate;
- Certification of accurate Monthly Reports including invoicing and certification data submitted to VCTC; other reports as requested by VCTC; and,
- Other duties as appropriate for successful compliance of Agreement.

Reporting

On a monthly basis, the Project Manager shall prepare a Monthly Certification Report which shall be submitted to the VCTC with the monthly invoice. This report shall include, at a minimum, the following:

1. Number of applications received;
2. Number of applicants interviewed;
3. Results of functional assessments;
4. Number of determinations, by type, broken down by jurisdiction:
 - a. Eligible (new applicant)
 - b. Eligible (recertification)
 - c. Conditionally eligible by condition
 - d. Temporarily eligible
 - e. Ineligible
5. Number of applicants taking more than 10 business days from initial application submittal to schedule an appointment. Explanation of why in each case;
6. Number of applicants for whom a determination has not been made within 21 days of assessment or receipt of simplified paperwork with an explanation of why in each case;
7. Average processing time for applications. Processing time is from completed paperwork/process to the postmark of determination letters;
8. Average hold times on ADA telephone information lines, and calls sent to voice mail.
9. Number of appeals as notified by VCTC.

Contractor may propose modifications and additions to the recommended reporting. All modifications are subject to approval by VCTC.

Meetings

The Project Manager and, as appropriate, designated certification staff shall attend meetings with VCTC on a regular basis to review the ADA certification process, to review Contractor's performance, to identify areas for analysis and improvement, and to effect training of and coordination between VCTC, transit operators, and Contractor. Regular meetings shall include:

- Monthly ADA Certification Status Meeting with a committee including VCTC and transit operator staff, at a Ventura County location determined by VCTC;
- Quarterly Certification Review Meeting of VCTC staff in the Contractor's office to review performance and records.

These meetings are anticipated to each be no longer than two (2) hours in length. In addition to these regular meetings, Contractor's Project Manager may be requested to attend and participate in other meetings relating to VCTC's ADA certification process.

VCTC Responsibilities

Under this Contract, VCTC's responsibilities in administering the ADA Certification Program will include the following:

- Providing direction to the incumbent contractor with regard to transitioning of the program to the newly-selected Contractor;
- Ensuring the availability of interview and assessment locations;
- Providing information on its website regarding the ADA certification process and contact information, including eligibility applications for down-loading;
- Providing paper with VCTC letterhead to the Contractor for use in issuing approvals and denials, along with text in English and Spanish to use in the letter;
- Providing the ADA certification application in both pdf and printed format, in English and Spanish.
- Providing ADA eligibility card design including the VCTC logo to the Contractor for use in issuing ADA eligibility cards;
- Providing informational brochures and an application in English and Spanish to the Contractor for distribution to applicants. These brochures include information on the certification process and on the Travel Training program. Printing of these documents is also the responsibility of VCTC;
- Providing the Professional Evaluation template to the Contractor for dissemination to physicians and other qualified health professionals;
- Notifying Contractor of the initiation of an appeal, and reviewing and acting on appeals;
- Coordinating with the responsible fixed-route transit agencies to regarding their monitoring and feedback of the certification process;
- Providing general transit system information brochures and schedules for distribution to applicants as appropriate.
- Marketing and outreach for its programs. The Contractor may not initiate and/or perform any outreach activities on behalf of VCTC or the transit operators without the expressed prior consent of VCTC. VCTC will only give such permission if it has obtained consent of the affected transit operators.

The transport from VCTC's office to the Contractor's office of paper documents provided to the Contractor by VCTC shall be the responsibility of the Contractor.

TASK 1 DELIVERABLES:

- 1-A. Monthly reports containing required data
- 1-B. Attendance at monthly and quarterly meetings as described

2. PROGRAM STAFF

Staffing Requirements

Contractor shall recruit, hire, train, and employ qualified staff necessary to meet the requirements specified herein for the administration of VCTC's ADA eligibility certification process. Such

staff shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

- Experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- Appropriate certifications and qualifications such as Physical or Occupational Therapy, and Orientation and Mobility Specialist;
- Supervisory experience as appropriate to their job assignments;
- Ability to work well with seniors and persons with disabilities;
- Good writing and oral communications skills, including fluency in Spanish for applicants if preferred. It is estimated that 25% of applicants prefer communication in Spanish;
- Familiarity with Ventura County public transit and ADA paratransit services and the functional abilities needed to use these public transportation services;
- Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility;
- Thorough familiarity with VCTC's ADA paratransit eligibility certification process; and,
- Demonstrated competence in making determinations of ADA eligibility in compliance with federal, state, county and local laws, applicable regulations and VCTC policies.

Training

All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the ADA Act requirements. The training program shall be reviewed and approved by VCTC staff prior to implementation.

Prior to their assignment to VCTC's project, each employee shall receive, at a minimum, the following training:

- Contractor's training program as described above;
- VCTC orientation on Ventura County transit services, policies, and procedures, to be provided by VCTC staff; and
- Training in sensitivity issues regarding working with individuals with disabilities. All Contractor staff involved in the certification process or coming into contact with applicants, including the Contractor's Project Manager, shall receive this training provided by the Contractor.

Contractor shall permit VCTC staff on an occasional basis to attend and participate in Contractor's training program for application review/eligibility determination conducted for their own staff as described.

Task 2 Deliverable

- 2-A. Names of assigned staff
- 2-B. Documentation of employee training

3. INITIAL PROJECT MOBILIZATION

Contract Kick-Off and Approval of Certification Procedures

There shall be a kick-off meeting with VCTC and the selected Contactor to negotiate the final detailed budget and task schedule with milestones and deliverables and discuss development of the assessment protocols. The Contractor shall then prepare the final project budget and schedule. During the transition period, on a schedule agreed to by the Contractor and VCTC, the contractor shall propose for VCTC approval the proposed first-level evaluation protocol, personal interview script/worksheet, function assessment protocol, recertification procedure, and streamlined short-term certification procedure.

Facility

During the three-year base performance period of this contract, the Contractor is required to provide suitable office facilities to accommodate the personnel necessary for the management and administration of the certification program. The facility will have space for the processing of certification applications and the ability to maintain and keep all the certification data and records. Contractor shall provide all furniture, furnishings and equipment. The office facility shall be fully and easily accessible to the disabled and in compliance with all ADA, California Title 24, and other State, County and City accessibility requirements.

Equipment and Documents

Contractor shall also be responsible for the provision of any and all office equipment and supplies needed for the conduct of services under this Agreement including, but not limited to, copiers, facsimile machines, digital cameras, computer hardware and software, eligibility card fabrication equipment, and telephone and TDD equipment. Contractor shall be responsible for the provision of any and all equipment necessary to conduct in-person interviews and assessments including, but not limited to visual aids.

The Contractor shall provide forms and letters required for the efficient processing and documentation of the certification process, with the exception of materials provided by VCTC as specified in this RFP under "VCTC responsibilities." Such materials developed by the Contractor shall be done in consultation with VCTC staff and shall become, pursuant to this agreement, property of VCTC.

Telephone System

The toll-free call-in number for applicants and prospective applicants will be provided by VCTC. The Contractor must identify for VCTC the inbound phone line at least 10 business days in advance of the transition date. The Contractor shall provide voice telephone services for certification inquiries and return of call from Contractor staff to applicants, their guardians, and/or health care providers, including sufficient telephone lines to result in callers being routed to voice mail no more than ten (10%) of all attempted phone calls at peak times. The phone

system shall include a monitoring system for tracking average pick up time and number of calls routed to voice mail, with this information provided to the VCTC Project Manager on a monthly basis.

Contractor is responsible for the installation and maintenance of sufficient telephone lines and equipment to support the Contractor's administrative requirements so that the toll-free (or local area codes) applicant telephone lines are not utilized for administrative purposes. Contractor shall provide voice telephone services for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers, including sufficient telephone lines to avoid hold times that exceed five minutes on the phones. Busy signals are not acceptable as they can be interpreted as discouraging certification and therefore, a capacity constraint. Contractor shall provide VCTC with a way to independently monitor the overall performance of the system. The method of monitoring shall be suggested by the Contractor and be subject to approval by VCTC prior to implementation of the phone system.

Contractor shall provide a plain paper facsimile (FAX) machine installed on a dedicated telephone line. This FAX machine will be installed and operational in the Contractor's office facility no later than (one) week prior to initiation of services under this Agreement. This equipment shall be maintained throughout the term of the contract. VCTC requires prompt repair or replacement in the event of equipment failure.

Eligible Applicant Profiles

Contractor shall provide an electronic database for applicant and certification records. The Contractor shall provide for secure electronic access to the complete certification files by the VCTC Project Manager.

To streamline communication of rider certification and eligibility information, VCTC or the Transit Operators may elect to provide necessary software licenses for access to paratransit scheduling software for Contractor to transmit/enter eligibility profiles into the subject software. If made available an/all new rider profiles must be communicated and entered by Contractor using this process, in addition to internal records and databases required under this agreement.

At a minimum, Applicant profile reports must include the following information:

- 1) Applicant name;
- 2) New application or recertification;
- 3) Applicant ID number;
- 4) Applicant's home address, mailing address (if different than home address), phone number(s) and email address;
- 5) Applicant's emergency contact with phone number(s);
- 6) Date completed application received;
- 7) Date applicant interviewed and assessed;
- 8) Type of assessment;
- 9) Eligibility determination with conditional information if applicable;

- 10) Date of eligibility expiration;
- 11) Mobility device used, if any;
- 12) Size of wheelchair or scooter, if any, including dimensions and weight with applicant;
- 13) Personal care attendant, if applicable;
- 14) Special customer needs or comments for the driver, if any;
- 15) Disability code.

Task 3 Deliverables

- 3-A. Transition plan
- 3-B. First level evaluation protocol
- 3-C. Certification interview script/worksheet
- 3-D. Functional Assessment protocol
- 3-E. Recertification procedure
- 3-F. Database protocol for providing certification data to paratransit operators
- 3-I. Entering of past currently-active rider profiles into the contractor's database

4. ONGOING ADA ELIGIBILITY CERTIFICATION PROCESS

The Contractor shall be responsible for performing both stages of the eligibility evaluation process as necessary to determine the eligibility of each client for complementary ADA paratransit service; notifying the client of the determination within 21 calendar days of completed application; and, in the event of eligibility, providing to the client the ADA ID. An applicant shall be certified as eligible if, and only if, a person's functional ability prevents the use or navigation of fixed-route services. Detailed descriptions of the Contractor's responsibilities are listed below.

The Contractor shall administer the certification process so as to ensure that all applications are processed regardless of the volume. In coordination with VCTC staff the Contractor shall adjust its staff level as necessary based on changes in application volume over time, to ensure that all applications are accommodated as required by ADA.

Customer and ADA Application Telephone Support

The Contractor shall provide staff available to answer phone inquiries during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday excluding VCTC holidays. The Contractor is expected to staff sufficiently to avoid callers experiencing excessive hold times. The Contractor shall record the name of the caller and is expected to discuss with the caller the purpose for which the applicant will use ADA complementary paratransit, to help the caller determine if an ADA certification is needed or helpful for the intended trips, given the availability of various paratransit services in Ventura County that are available to the general public or to seniors. Should an ADA certification not be needed for the intended trips, the caller should be encouraged, but not required, to forgo the ADA application and certification process.

Upon completing the discussion with the caller regarding the need for ADA certification, should the caller decide to proceed with ADA certification the Contractor shall mail or e-mail, as requested, an application and instructions to the applicant.

The Contractor is also expected to respond in a professional and helpful manner to other phone calls that come from the public regarding general information on the ADA Complementary Paratransit Service eligibility certification. These will include, but are not limited to:

- Requests to forward Ventura County ADA certification documents to out-of-area paratransit providers, or to forward an out-of-area ADA certification to Ventura County paratransit providers.
- Information regarding ADA paratransit service. These customers should be referred to the local service provider.
- Callers requesting more general transportation information. These customers shall be given the phone number of VCTC.

Website

The contractor shall provide on its own website an online application capability, in both English and Spanish, collecting the same information as contained in VCTC's application. The contractor shall process all applications received online in the same manner as applications received on paper.

Application Review

Upon initial receipt of an application, a computer record is opened for new applicants assigning a unique Identification Number. Recertification applications are recorded under their existing clients' IDs. Applications shall be date-stamped upon receipt. A review assuring all necessary information has been provided by the applicant shall be completed within three (3) days of initial receipt. If incomplete, Contractor shall contact the applicant and indicate which sections need to be completed or if any supporting documents are needed. The Contractor shall return to the applicant for completion of missing information within four (4) business days of initial application receipt.

Within 24-hours of application receipt, the Consultant shall notify the transit operators via email, so that ADA paratransit service is available on a presumptive basis during the application period.

Contractor shall evaluate the application to determine the need for a Professional Evaluation. It is generally expected that a Professional Evaluation will be required, except when there is a very clear eligibility or a valid reason why the applicant cannot obtain an evaluation. Evaluations can be performed by an appropriate licensed professional such as a therapist, social worker, nurse practitioner or physician. If a professional evaluation is needed, but was not provided in the

initial application, the Contractor shall fax the PE to the person designated on the application and notify the applicant of the effort.

After the Contractor either faxes the Professional Evaluation, or requests confirmation of an evaluation submitted by the application, should there be no response within five (5) working days, the Contractor shall make two (2) attempts to contact the professional's office to follow up on the request to provide the completed evaluation. If it is not possible to contact the Professional's office, then the Contractor shall contact the applicant and so inform them. In the event that the Professional's office is contacted but there is still no response within five (5) business days of the contact with the Professional's office, then the Contractor shall contact the professional's office a second time and shall also contact the applicant or their designated agent and inform them of the status.

In-Person Interview

Contractor shall contact all applicants when a personal interview is necessary for additional information. Contractor shall maintain all records necessary to verify compliance with ADA requirements and to make timely eligibility determinations. Contractor shall suggest records to be maintained for this requirement. Contractor shall be responsible for scheduling interview with applicant, including scheduling ADA Paratransit transportation by the appropriate provider to and from the interview if needed by the applicant. Assessments shall be conducted at locations within the passenger's transit operations service area. Currently the five (5) locations are in Ventura, Thousand Oaks, Camarillo, Moorpark, and Simi Valley.

Interviews will be scheduled a minimum of three (3) days in advance unless an earlier appointment is specifically requested and/or accepted by the applicant. The Contractor shall provide sufficient certification staff to ensure that unless there are exceptional conditions an interview can be scheduled within twenty-one (21) calendar days of the call. Applicant may request an interview date after the 21-day deadline. (The Contractor shall offer an interview at the location closest to the applicant's residence. Should the applicant request an earlier date than is available at the closest location, the Contractor shall offer earlier alternatives, if available, at more distant locations.) Contractor will coordinate transportation, if required, working directly with the appropriate ADA service providers. Contractor shall be responsible for notifying applicants of their transportation windows when coordinating ADA service to the interview.

In-person interviews may on a case-by-case basis involve standard functional, visual, and cognitive tests. The applicant will be asked a series of questions relevant to determining the person's disability or ability to use fixed-route service, including, but not limited to:

- Assessment of standing balance, both static and dynamic;
- Ability to navigate independently;
- Ability to tell time
- Ability to communicate with others independently
- Recognize landmarks
- Remember directions to a location

- Ability to read a bus schedule; and
- Function without danger to self or others.

Contractor shall prepare a written summary containing sufficient information to support the recommended determination for each interview.

The following is a summary of the recent geographic distribution of applications, based on residence relative to transit service area:

Gold Coast Transit = 34.2%
Simi Valley Transit = 25.3%
Thousand Oaks Transit = 20.3%
Camarillo Area Transit = 9.9%
Valley Express = 4.6%
Moorpark Bus = 4.3%

In-Person Functional Assessment Protocol

For in-person assessments, the Contractor may propose its own testing protocols for assessing the functional abilities of persons with disabilities. A Functional Assessment will be performed only after a thorough in-person interview is performed and proper documentation acquired. Functional Assessments should only be performed when needed to further verify information to make a determination of eligibility, and approximately 25% of the in-person assessments. Contractor will perform full Functional Assessments, at each of the certification interview locations. This may require some of the evaluation to occur outdoors in varying weather, depending on the location.

The Contractor shall propose what situations or conditions, if any, may warrant an alternative eligibility process. For example, individuals who are legally blind or whose application is based on seizures or psychiatric disabilities may undergo a different application process. Approval by transit operators will be necessary in order to implement a simplified process for certain applicants.

The In-Person Functional Assessment should assess the applicant's functional and cognitive abilities to perform the various skills necessary to take a trip on public transit independently, possibly including but not limited to:

- cross a two-lane street in a predetermined amount of time;
- negotiate a curb or curb cut;
- negotiate three steps, if ambulatory;
- maneuver into a space measuring the size of a wheelchair lift platform (30in. x 48in.), when using a mobility device;
- maneuver a wheelchair independently;

These functional evaluations shall be performed outdoors as part of the interview near the interview location. At some locations, the evaluation location might be a transit operations facility where a bus and other equipment would be available for use in the functional evaluation.

Emergency Certification

VCTC allows for temporary approval within three days for an eligible disability condition that developed suddenly, without requiring completion of the official VCTC application. In such situations the Contractor will consider and process a temporary certification based solely on a note from a professional such as a doctor.

Determination

Contractor shall prepare a written summary of evaluations used for all eligibility determinations completed. Contractor shall notify all applicants via a letter sent by regular mail, of their eligibility determination. VCTC shall provide letter head. ADA cards shall be included with the letter if the applicant was deemed eligible. Production of ADA certification ID cards is the responsibility of the Contractor. Contractor shall transmit client certification information to the appropriate paratransit operator. Contractor shall notify VCTC of all determinations. Individuals who are determined to be ineligible or conditionally eligible shall receive in a clear written format an explanation of the determination, supporting documentation and information on their right to appeal. The information shall include how to proceed with an appeal.

Contractor shall have eighteen (18) calendar days to notify applicants upon completion of the application process. The date of in-person assessment or receipt of the completed renewal application will commence this 18-calendar day deadline.

VCTC's program considers the following Conditional Certifications: fatigue following treatment; distance to transit; transfer required; rain; and temperature. VCTC also provides temporary certifications for conditions expected to resolve in less than three years. With the exception of temporary certifications, certifications normally expire after three years, but permanent certifications are issued for conditions unlikely to ever improve.

VCTC would entertain, recommendations to increase the maximum certification to five years, with supporting information.

Renewals

The Contractor will notify all ADA clients at least 120 calendar days prior to their certification expiration date. Clients seeking re-certification will need to complete a re-certification application. In-person evaluations are not conducted for renewals except in circumstances where the eligibility for renewal cannot be determined without personally interfacing with the applicant due to insufficient information in the written submittal.

In the case of permanent certifications, the Contractor will notify the clients at least 120 calendar days prior to the three-year anniversary of their certification or most recent update but will not request completion of an application. Instead the Contractor will only work with the client to update their contact information.

Customer Comments and Formal Appeals

All applicants and other individuals contacting the Contractor wishing to make a comment on the ADA eligibility certification process or file a formal appeal to a certification denial or partial eligibility determination, shall be referred to VCTC staff.

According to VCTC's appeals process, there are two levels of appeal:

First Level: Review by the VCTC manager of this contract, who shall have the right as the responsible agency staff person of revising the Contractor's determination decision.

Second Level: Formal hearing conducted by a Hearing Board

Non-Performance of Workslope

Continued nonperformance of the Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract.

Changes to the Certification Process

During the term of this Contract, including any extensions thereof, VCTC may choose to implement changes to the ADA paratransit certification processes described herein for the benefit of VCTC, the responsible transit operators, and the ADA program. In such event, VCTC shall provide the Contractor with a description of the changes to be implemented, including any modification of the Contractor's requirements and responsibilities related to such change and the timing thereof.

Task 4 Deliverables

- 4-A. Maintaining of certification tracking records
- 4-B. Transmittal of eligibility determination records
- 4-C. Mailing of eligibility determination notification letters and identification cards

ATTACHMENT #2

COMPENSATION

Pursuant to Section 4 of the Agreement, the maximum compensation payable to CONTRACTOR for providing the service described in this agreement shall be as follows:

Effective date(s): July 1, 2020 to June 30, 2021

Base Price for 1,550 determinations: \$299,984

Incremental cost for less than 1,400 or more than 1,550 determinations: \$194

Maximum cost per tier of 100: \$16,490

Contract ceiling per contract year (based on maximum of 1,850 evaluations): \$349,454

Effective date(s): July 1, 2021 to June 30, 2022

Base Price for 1,550 determinations: \$308,984

Incremental cost for less than 1,400 or more than 1,550 determinations: \$200

Maximum cost per tier of 100: \$16,985

Contract ceiling (based on maximum of 1,850 evaluations): \$359,939

Effective date(s): July 1, 2022 to June 30, 2023

Base Price for 1,550 determinations: \$318,254

Incremental cost for less than 1,400 or more than 1,550 determinations: \$206

Maximum cost per tier of 100: \$17,495

Contract ceiling (based on maximum of 1,850 evaluations): \$370,739

(CONT.)

Agreement Between the Ventura County Transportation Commission and
Mobility Management Partners, Inc.

For Americans with Disabilities Act Paratransit Certification Services

Effective date(s): July 1, 2023 to June 30, 2024 (**First optional period**)

Base Price for 1,550 determinations: \$327,802

Incremental cost for less than 1,400 or more than 1,550 determinations: \$212

Maximum cost per tier of 100: \$18,020

Contract ceiling ((based on maximum of 1,850 evaluations): \$381,862

Effective date(s): July 1, 2024 to June 30, 2025 (**Second optional period**)

Base Price for 1,550 determinations: \$337,636

Incremental cost for less than 1,400 or more than 1,550 determinations: \$218

Maximum cost per tier of 100: \$18,561

Contract ceiling (based on maximum of 1,850 evaluations): \$393,319

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