

## ADA Paratransit Eligibility Certification Services Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of **May 2025**, by and between the **Ventura County Transportation Commission**, created pursuant to the laws of the State of California ("VCTC" OR "Agency") and **Mobility Management Partners, Inc.** ("CONTRACTOR").

### RECITALS

**WHEREAS**, VCTC circulated and distributed a request for proposals ("RFP") for the contract of its ADA Paratransit Eligibility Certification services pursuant to a detailed Scope of Work, which is attached hereto and incorporated herein as Exhibit 1; and

**WHEREAS**, CONTRACTOR submitted a proposal to provide the contracted services, a copy which is attached and incorporated herein as Exhibit 2; and

**WHEREAS**, CONTRACTOR has represented and warrants to VCTC that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Agreement, at a cost to VCTC as herein specified and that it will be able to perform the herein described services to VCTC by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

**WHEREAS**, CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

**WHEREAS**, CONTRACTOR understands that VCTC is relying upon these representations in entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions herein contained, VCTC and CONTRACTOR hereby agree that the foregoing recitals are true and correct and incorporated herein and the Parties further agree as follows:

#### 1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Exhibit 1, Scope of Work hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Agreement, whereby VCTC may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VCTC's staff or other contractor or entity that may be providing similar or the

same Work for VCTC.

## 2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

This Agreement;

- A. Exhibit 1 – SCOPE OF WORK FOR RFP NUMBER 2025-XX ADA PARATRANSIT ELIGIBILITY CERTIFICATION SERVICES.
- B. Exhibit 2 – CONTRACTOR's Offer and Bid Submission dated \_\_\_\_\_
- C. Exhibit 3 – CONTRACTOR'S Insurance Certificate, dated \_\_\_\_\_
- D. Exhibit 4 – CONTRACTOR's Price Proposal Sheets dated \_\_\_\_\_
- E. Exhibit 5 – CONTRACTOR's Completed, signed and notarized (if applicable) forms as required by the Solicitation.

All of the Exhibits mentioned in this Attachment are attached and are herein incorporated. This Agreement and the other Exhibits mentioned in this Attachment constitute the entire Contractual Agreement between the parties. In the event of any conflict between any of the provisions of this Agreement and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VCTC's benefit shall prevail. Proposer shall execute and submit Certifications as required in the RFP shall be submitted separately in each Proposer's Price Proposal.

### 3. PERIOD OF PERFORMANCE

The term of this Agreement shall commence on **July 1<sup>st</sup> 2025**, and shall continue in full force and effect through **June 30<sup>th</sup> 2028** unless earlier terminated or extended as provided in this Agreement. VCTC may elect to extend this Agreement pursuant to two (2) one-year options.

### 4. TOTAL CONSIDERATION

In accordance with the terms and conditions of this Agreement, VCTC shall pay CONTRACTOR a total sum not to exceed **\$1,495,198.50** CONTRACTOR's completion of the Scope of Work. VCTC shall not pay CONTRACTOR any amount in excess of the aforementioned not to exceed amount unless the Parties enter into a written amendment to this Agreement authorizing such increased amount.

### 5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice VCTC monthly for services completed pursuant to the Scope of Work during the preceding month. CONTRACTOR shall invoice VCTC within thirty (30) days of the end of each month.. CONTRACTOR shall furnish information as may be requested by VCTC to substantiate the validity of an invoice.

CONTRACTOR shall submit invoices in duplicate to:

Ventura County Transportation Commission  
ATTN: Accounts Payable  
751 E. Daily Drive, Suite 420  
Camarillo, CA 93010

Each invoice shall include, at minimum, the following applicable information:

- Contract number
- Purchase Order number
- Invoice number
- Description of deliverable
- Date of service completed
- Unit Price, extended price and applicable taxes
- Information as requested by VCTC

- B. VCTC shall remit payment within forty-five (45) calendar days of approval of the invoices by VCTC staff.

In the event VCTC should overpay CONTRACTOR, such overpayment shall not be construed as a waiver of VCTC's right to obtain reimbursement for the overpayment. Upon discovering any overpayment, either on its own or upon notice of VCTC, CONTRACTOR shall immediately reimburse VCTC the entire overpayment or, at its sole discretion, VCTC may deduct such overpayment amount from monies due to CONTRACTOR under this Agreement or any other Agreement between VCTC and CONTRACTOR.

### 6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VCTC is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VCTC, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.
- B. **For Contract Amendments**, the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of- date data, the Contracting Officer may renegotiate the Contract Amendment and VCTC shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data.
- C. For any **cost reimbursable work** the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (*if applicable*), or their representatives, shall have the right to examine books, records, documents, and other evidence, including review of accounting principles and practices that reflect properly all direct and indirect costs incurred as related to said cost reimbursable work:
  - 1. The materials described in Paragraphs A, B and C above shall be available at the

Contractor's office at all reasonable times for inspection, audit, and making excerpts and transcriptions until three years from the date of final payment under the Contract except that the materials described in Paragraph A above shall also be available prior to any award and materials relating to "Service and Parts" (Section 2.5). For records relating to appeals under "Disputes" (Section 2.2.7), Litigation (Section 2.2.8), or the settlement of claims; records as specified in this Section 2.6 shall be kept available until final resolution of such appeals, litigation, or claims.

2. The Contracting Officer and their representative and any other parties authorized under this Contract shall employ sound Business practices to protect the confidence of the data specified under this clause, for which the Contractor provides access, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that any confidential data bears appropriate notices relating to its confidential character.
3. The requirements of this Section 2.6 are in addition to other audit, inspection, and record- keeping provisions specified elsewhere in the Contract Documents.

## 7. NOTIFICATION

All notices hereunder concerning this Agreement and the Work to be performed shall be physically transmitted by electronic mail, courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VCTC:  
Attn: Claire Grasty  
Ventura County Transportation Commission  
751 E. Daily Drive, Suite 420  
Camarillo, CA 93010  
[cgrasty@goventura.org](mailto:cgrasty@goventura.org)

To CONTRACTOR

## 8. VCTC AND CONTRACTOR'S REPRESENTATIVES

### **A. VCTC**

VCTC's Executive Director or an authorized designee has authority to execute contracts on behalf of VCTC. Except as expressly specified in this Agreement, the Executive Director may exercise any powers, rights and /or privileges that have been lawfully delegated by VCTC. Nothing in this Agreement should be construed to bind VCTC for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The Executive Director or his/her designee is empowered to:

1. Have general oversight of the Work and this Agreement, including the power to enforce compliance with this Agreement.
2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VCTC's satisfaction.

3. Subject to the review and acceptance by VCTC, negotiate with CONTRACTOR all adjustments pertaining to this Agreement for revision.
4. In addition to the foregoing, the Executive Director shall have those rights and powers expressly set forth in other sections of this Agreement.

**B. Contractor's Key Personnel**

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name

Role

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Any proposed substitution or replacement by Contractor of Contractor's key personnel shall ensure that such substituted person possesses the same or better expertise than the key personnel being substituted or replaced. VCTC reserves the right to interview such person to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

VCTC awarded this Agreement to CONTRACTOR based on VCTC's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VCTC.

**9. TERMINATION OF CONTRACT**

**A. TERMINATION FOR CONVENIENCE**

1. The performance of Work under this Contract may be terminated in whole, or from time to time in part, by the Contracting Officer for the convenience of VCTC whenever the Contracting Officer determines that such termination is in the best interest of VCTC and other partner agencies. Any such termination shall be effected by delivery to the Contractor of a written 30 - Day Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor must:

- (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated as set out in the Notice of Termination;
- (d) Assign to VCTC in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case VCTC shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this Section;
- (f) Transfer title to VCTC and deliver in the manner, at the times, and to the extent, if any, directed by Contracting Officer the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work

terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to VCTC;

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, and property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire an such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by VCTC to the Contractor under this Contract or shall otherwise be credited to the price, or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct;
  - (h) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and
  - (i) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which VCTC has or may acquire an interest.
2. After receipt of a Notice of Termination, the Contractor shall submit to VCTC its termination claim, in the form and with certification prescribed by VCTC. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by VCTC, upon request of the Contractor made in writing within such six months period or authorized extension thereof. However, if VCTC determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, VCTC may determine, on the basis of information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.
3. Subject to the provisions of subsection 2 above, the Contractor and VCTC may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Section, which amount or amounts may include an allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.
4. In the event of failure of the Contractor and VCTC to agree, as provided in subsection



3, upon the amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, VCTC will pay the Contractor the amounts determined by VCTC as follows, but without duplication of any amounts agreed in accordance with subsection:

With respect to Contract Work performed prior to the effective date of the Notice Termination, the total (without duplication of any items) of:

- (a) The costs of such satisfactorily completed Work;
- (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above;
- (c) A sum, as profit on 4(a) above, determined by VCTC to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
- (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.

5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. Except for normal spoilage, and except to the extent that VCTC will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection 4 the fair value, as determined by the VCTC, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to VCTC, or to a purchaser pursuant to subsection 1 (g) of this Section.

6. In arriving at the amount due the Contractor under this Section, there will be deducted:

- (a) The amount of any claim which VCTC has against the Contractor in connection with the Contract; and

- (b) The agreed price for, or the proceeds of sale of materials, supplies, or other items acquired by the Contractor or sold, pursuant to the provision of this Section, and not otherwise recovered by or credited to VCTC.
7. If the termination hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with VCTC a written request for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such adjustment as may be agreed will be made in the price or prices.
8. VCTC may from time to time, at its sole discretion and under terms and conditions it may prescribe, make partial payments and payments on account against cost incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of VCTC, the aggregate of payments does not exceed the amount to which the Contractor will be entitled hereunder. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section, the excess shall be paid by the Contractor to VCTC upon demand, together with interest at the rate of 10 percent per annum or the maximum rate permitted by applicable law, whichever is less, for the period from the date the excess payment is received by the Contractor to the date on which the excess payment is repaid to VCTC.
9. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to VCTC at all reasonable times at the office of the Contractor but without direct charge to VCTC, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or to the extent approved by VCTC, photographs, microphotographs, or other authentic reproductions thereof.
10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VCTC and shall require that any tier subcontractor to insert the same provision in any tier subcontract.
11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VCTC to the affected Subcontractors and Suppliers of any tier.
12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.
13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VCTC may

have and VCTC may pursue any course of action it may have under the Contract.

## **B. TERMINATION FOR CAUSE**

- (1) By written 30-Day Notice of Termination to the Contractor, VCTC may cancel the whole or any part of the Contract in any one of the following circumstances:
  - (a) If the Contractor fails to perform the Work within the time specified or any extension thereof;
  - (b) If the Contractor fails to perform any of the provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms, and in either of these two later circumstances does not cure such failure within a period of the 10) calendar days (or such additional time as may be specified in the notice) after VCTC gives notice to Contractor of the failure;
  - (c) The Contractor or Subcontractor or Supplier has violated an authorized order or requirement of VCTC;
  - (d) Abandonment of the Contract;
  - (e) Assignment of subcontracting of the Contract or any Work under the Contract without approval by VCTC;
  - (f) Bankruptcy or appointment of a receiver for the Contractor's property;
  - (g) Performance by the Contractor in bad faith;
  - (h) Contractor allowing any final judgment to stand (unsatisfied) for a period of 48 hours (excluding weekends and legal holiday(s));
  - (i) Material failure to comply with the law, ordinance, rule, regulation or order of a legal authority applicable to the Contract, the Work, the Contractor or the goods; or
  - (j) Failure to indemnify any party which the Contractor is obligated to indemnify under the Section 2.7.5, Indemnification, or elsewhere under the Contract.
- (2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from VCTC specifying such failure.
- (3) In the event the Contractor does not cure the breach to the satisfaction of VCTC within the time period specified by the Contracting Officer, the Contracting Officer will send the Contractor a written notice of failure to cure the breach. Upon receipt

of such written notice from VCTC, Contractor shall:

- (a) Stop Work on the date of, and to the extent specified in, the Notice of Termination;
  - (b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which is necessary to complete the portion of the Work which is expressly not cancelled under the Notice of Termination;
  - (c) Cancel all orders or subcontracts to the extent that they relate to the performance of Work cancelled under the Notice of Termination; and
  - (d) Comply with all other requirements of VCTC specified in the Notice of Termination.
- (4) If the Contract is cancelled as provided in this Section, VCTC may require Contractor to transfer title and deliver to VCTC, as directed by VCTC, the following:
- (a) Any completed supplies or equipment furnished by VCTC; and
  - (b) Such partially completed Work, supplies and materials, installations, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "contract materials") that the Contractor has specifically produced or acquired for the cancelled portion of this Contract. The Contractor shall also protect and preserve property in its possession in which VCTC has an interest at the Contractor's sole expense.
- (5) Upon VCTC's Termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, VCTC will have the right to complete the Work by whatever means and method it deems advisable. VCTC will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in VCTC's sole judgment, best accomplish such completion.
- (6) The expense of completing the Work, together with a reasonable charge for any applicable engineering, consultant, managerial and administrative services, as certified by VCTC will be charged and will be deducted by VCTC out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of such excess to VCTC upon notice of the excess so due. VCTC may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.
- (7) Contractor shall insert in all subcontracts that the Subcontractor or Supplier will stop work on the date of or to the extent specified in a Notice of Termination from VCTC

and shall require the Subcontractors and Suppliers to insert the same provision in any of their subcontracts.

- (8) The Contractor shall immediately upon receipt communicate any Notice of Termination issued by VCTC to the affected Subcontractors and Suppliers at any tier.
- (11.) If, after issuance of the Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Section, and the Contractor shall be reimbursed for costs incurred under the terms of that Section.

#### 10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONTRACTOR – without prior written consent of VCTC. Consent by VCTC shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Agreement.

#### 11. SUBCONTRACTING

VCTC hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's proposal. CONTRACTOR shall include in each subcontract agreement the stipulation that CONTRACTOR, not VCTC, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VCTC, partner agencies or officers, directors, employees or sureties thereof for nonpayment by CONTRACTOR.

#### **Subcontractors' Names and Addresses**

#### **Work to be Performed**

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## 12. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

## 13. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between VCTC and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of VCTC, including any benefits provided to employees of VCTC under PERS. CONTRACTOR hereby indemnifies and holds VCTC harmless from any and all claims that may be made against VCTC, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract or any services provided pursuant to this Contract.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VCTC in any capacity whatsoever as an agent or to bind VCTC to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

## 14. CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VCTC as proprietary to third parties, unless approved in advance by VCTC or required by law.
- B. VCTC shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's personnel, equipment or supplies placed upon VCTC's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- C. Any materials, equipment or work found to be damaged, deficient, or defective during the period CONTRACTOR is performing the the Work pursuant to this

Agreement shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to VCTC, unless such damage is the result of VCTC's gross negligence or willful misconduct.

- D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of this Contract.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the court of competent jurisdiction in the County of Ventura.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INSURANCE

Contractor, at Contractor's sole cost and expense and for the full term of this Contract or any renewal thereof, shall obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Contract:

A. Comprehensive General Liability and Automobile Liability

A commercial general and automobile liability policy with a minimum limit of not less than \$2,000,000 per occurrence; \$4,000,000.00 aggregate, combined single limit for bodily injury and property damage, providing at least all of the following minimum coverage:

Premises Operations

1. Owners' and Contractors' Protective
2. Blanket Contractual
3. Completed Operations
4. Products

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Contractor performing work in California in the minimum amount of \$1,000,000:

1. This policy shall provide coverage for Workers' Compensation (Coverage A).
2. This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Comprehensive General Liability and Automobile policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

1. "Ventura County Transportation Commission (herein referred to as VCTC), its employees, officers, agents and contractors are hereby added as additional insurers."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VCTC may possess, including any self-insured retention VCTC may have, and any other insurance VCTC does possess shall be considered excess insurance only."
3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.
4. "Thirty (30) days' prior written notice of Termination shall be given to VCTC in the event of Termination."

Such notice shall be sent to:

Ventura County  
Transportation Commission  
Attn: Claire Grasty  
751 E. Daily Drive, Suite 420  
Camarillo, California 93010  
cgrasty@goventura.org

D. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Ventura County  
Transportation Commission  
Attn: Claire Grasty  
751 E. Daily Drive, Suite 420



E. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VCTC Board, VCTC staff or their insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
2. VCTC reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Subcontractors

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

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days written notice to VCTC. Insurance policies in accordance with these provisions are required to be maintained in force until completion of the contract.

H. MINIMUM INSURANCE COVERAGE

- 1) Commercial General Liability including Products/Completed Operations: \$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 aggregate; *VCTC named and endorsed as an Additional Insured.*
- 2) Automobile Liability: \$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 aggregate; *VCTC named and endorsed as an Additional Insured.*
- 3) Workers' Compensation: statutory limits
- 4) Employer's Liability: \$100,000; per occurrence.

19. INDEMNIFICATION

- A. To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend VCTC and its partner agencies, and each of their respective board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VCTC and/or partner agencies, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged

to have arisen directly or indirectly out of the negligence, recklessness or willful misconduct of CONTRACTOR, its principals, officers, employees, agents, sub-consultants or subcontractors in the performance of this Agreement. If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend VCTC and its partner agencies and each of their respective board members, officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to VCTC, CONTRACTOR shall have the primary charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VCTC shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VCTC shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

## 20. REVISIONS

By written notice or order, VCTC may, from time to time, order work suspension or make changes to this Agreement. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

### Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to VCTC, or the time required for the performance of the contract, must be approved as prescribed herein.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the onset of the Contract.

### Modifications:

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signature of representative authorized to enter into and modify the

Agreement. In order to be effective, amendments may require approval by VCTC's Board of Commissioners, and in all instances require prior signature of an authorized representative of VCTC.

## 21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by CONTRACTOR under this Agreement is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall first be authorized in writing by VCTC.
- B. The originals of all letter, documents, reports and other products and data produced under this Agreement shall become the property of VCTC without restriction or limitation on their use and shall be made available upon request to VCTC at any time. Original copies of such shall be delivered to VCTC upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VCTC. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

## 22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the sole and exclusive property of VCTC. Copies may be made for CONTRACTOR's records, but shall not be furnished to others without prior written authorization from VCTC. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VCTC.

## 23. WORK FOR HIRE

Any Work created or produced as a part of this Agreement that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement heron agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VCTC. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Agreement by its suppliers, contractors or subcontractors.

## 24. SUBMITTAL OF CLAIMS BY CONTRACTOR

CONTRACTOR shall file any and all claims with VCTC in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable VCTC to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by CONTRACTOR.

Even though a claim may be filed and/or in review by VCTC, CONTRACTOR shall continue to perform in accordance to this Agreement.

## 25. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status or other status protected by state, local or federal law. CONTRACTOR shall take action to ensure that applicants and employees are treated equitably without regard to the above statuses.

## 26. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise, and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Work, it being understood that VCTC will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of performance” for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VCTC shall have the right, at its sole discretion to require the immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to VCTC, if VCTC considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Agreement under this Article shall not be reassigned to perform Work in any other capacity under this Agreement without VCTC's prior written approval.

27. NOTIFICATION OF EMPLOYMENT OF VCTC BOARD MEMBERS/ALTERNATES AND EMPLOYEES

CONTRACTOR shall provide written notice to VCTC disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VCTC, or (2) served as a Board Member/Alternate or an employee of VCTC within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity.

28. DISQUALIFYING POLITICAL CONTRIBUTIONS

CONTRACTOR shall provide prior to the execution of this Agreement or any amendment, a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to VCTC Board Members/Alternates or employees within the preceding twelve (12) months of the date of the Agreement or proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

29. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Agreement in conformity with requirements and standards of VCTC, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Agreement. CONTRACTOR shall also comply with all Federal, state and local laws and ordinances.

30. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VCTC in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with VCTC's Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VCTC's Ethics Policy, such failure shall be considered a material breach of this Agreement and VCTC shall have the right to immediately terminate or suspend this Agreement.

31. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision

The invalidity in whole or in part of any provision of this Agreement shall no void or affect the validity of any other provision.

### 32. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VCTC's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VCTC's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VCTC's control.

### 33. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by CONTRACTOR in the performance of this Agreement, shall be considered and kept as the private and privileged records of VCTC and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VCTC. Further, upon expiration or termination of this Agreement for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VCTC.

### 34. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. VCTC shall review and approve in writing all VCTC related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VCTC related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VCTC endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to VCTC, and shall comply with the procedures VCTC's Community Relations staff regarding statements to the media relating to this Agreement or the Work.

C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VCTC of any action taken to alleviate the situation.

D. The provision of this Article shall survive the termination or expiration of this Agreement.

### 35. CONFLICT OF INTEREST

#### A. Prohibited Interests

1. During the term of this Contract, Contractor, its officers, employees and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
2. Violation of subparagraph A. (1), is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any agreement it makes with its subcontractors.

#### B. Covenant

1. Contractor covenants that prior to award of this Contract, Contractor has disclosed any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Contractor shall immediately disclose in writing to VCTC and or to the other partner agencies Executive Director and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

### 36. COVENANT AGAINST GRATUITIES

#### A. Prohibited Conduct

1. During the term of this Contract, Contractor, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form

including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any Lead Procuring Agency officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 (thirty-five dollars) or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this Section.

2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A (1) and A (2) of this provision in any agreement it makes with its subcontractors.

Covenant Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any VCTC officer, employee or their immediate families for any reason including personal non-Business related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

### 37. WARRANTY OF AUTHORITY

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VCTC is relying on this representation in entering into this Contract.

### 38. ENTIRE AGREEMENT

This Contract, including any and all Exhibits, constitutes the entire agreement between VCTC and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the day and year set forth above.

**VENTURA COUNTY TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

Martin Erickson, Executive Director

APPROVED AS TO FORM \_\_\_\_\_



By: \_\_\_\_\_

Steve Mattas, Legal Counsel

**CONTRACTOR**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

SAMPLE

# ADA Paratransit Eligibility Certification Services

## Scope of Work

### 1. OVERVIEW

The Ventura County Transportation Commission (VCTC) is soliciting technical and price Proposals from consultants qualified to provide Americans with Disabilities Act (ADA) Paratransit Eligibility Certification Services. The period of performance will be for three years with the option for two 1-year extensions.

### 2. ORGANIZATION

VCTC is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. In addition, VCTC provides commuter bus service connecting the various urbanized areas, as well as local bus service under the brand name “Valley Express” in the cities of Santa Paula and Fillmore and the adjacent unincorporated area.

### 3. BACKGROUND

The Ventura County Transportation Commission (VCTC) is soliciting technical and price Proposals to provide Americans with Disabilities Act (ADA) Paratransit Eligibility Certification Services.

The American with Disabilities Act (ADA) of 1990 and its implementing federal regulations established categories of persons who are eligible to receive paratransit services complementary to fixed-route bus services. The three categories of persons with rights to complementary paratransit are:

1. An individual who is unable to use the public fixed route bus system without the assistance of another individual (excluding the operator of a wheelchair lift).
2. An individual who needs the assistance of a wheelchair or other boarding device but cannot be accommodated on an otherwise accessible fixed route bus system (e.g. vehicle's lift does not meet standard or boarding/disembarking location is inaccessible).
3. An individual who, because of their disability, is prevented from independently getting to or from the bus stop.

An individual shall be certified as ADA paratransit eligible if there is any part of the transit system that cannot be used or navigated by that individual because of a disability. Persons are not to be qualified or disqualified on the basis of a specific

diagnosis or disability. This criterion is outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards.

Public transportation providers who operate demand response systems are required to establish an ADA paratransit eligibility process that strictly limits eligibility to individuals who are specified under the aforementioned ADA eligibility standards. Applicant's functional capabilities may vary with circumstances such as weather conditions, terrain, and travel training availability. The existence of these conditions can allow for trip-by-trip eligibility by applying ADA eligibility standards to individual trip requests. Additionally, the ADA regulations specify that recertification may be required at reasonable intervals.

The ADA mandates that each public entity operating a fixed route transit system provide complementary paratransit service to individuals whose functional disabilities prevent use of accessible fixed route bus and rail systems. The level of service for these individuals is to be comparable to the level of service provided to individuals without disabilities. The paratransit service is intended to be comparable to the fixed route system in specific listed criteria such as days and hours of service, fares, service area, response time, etc. It is to serve strictly defined categories of individuals with functional disabilities as described in this document, which reflect the ADA requirements.

#### **4. SCOPE OF SERVICES**

VCTC is seeking proposals from qualified firms to perform functional and cognitive assessments and make eligibility recommendations for individuals seeking ADA eligibility and paratransit services across all of Ventura County and its 9 transit operators. The Contractor shall be responsible for establishing, maintaining and carrying out procedures for the processing and certification of such new applications for ADA paratransit eligibility and applications for recertification during the contract period and any extensions thereof. The contractor's place of business must be open on all holidays except for the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

During the most recently completed fiscal year (FY23/24), VCTC received 1,345 applications for ADA certification and issued 1,166 determinations. As of July 1, 2024, VCTC has implemented a hybrid model for ADA certifications, which includes both phone and in-person interviews when necessary. A new permanent certification category has been established, which was not utilized in prior years. This change, along with the transition from a three-year to a five-year certification period, has impacted the volume and types of applications received and determinations issued. The historical data in the table below reflects the previous model, while the data from July 2024 onward is based on the updated model. See the Applications Overview July 2022-October 2024 table below for additional information.

Applications Overview July 2022-October 2024			
	Jul 2024 - Oct 2024	Jul 2023 – Jun 2024	Jul 2022 – Jun 2023
<b>Applications Received</b>			
<b>New Applications</b>	189	654	665
<b>Recertification Applications</b>	181	691	833
<b>Total Applications Received</b>	370	1,345	1498
<b>Determinations</b>			
<b>New Application Determinations</b>	137	489	494
<b>Recertification Determinations</b>	173	677	888
<b>Total Determinations</b>	310	1,166	1,382
<b>Interviews</b>			
<b>Completed Phone Interviews</b>	119	411	293
<b>Completed In-Person Interviews</b>	6	0	0
<b>Total Interviews</b>	125	411	293

Proposers should refer to archived agendas for TRANSCOM meetings to understand the current ADA Monthly Report provided by VCTC's current contractor:  
<https://www.goventura.org/meeting-archives/?mtype=3>.

The successful proposer will meet or exceed the standards set forth in the ADA for determining paratransit eligibility, as well as adhere to all requirements outlined in this Request for Proposals. Successful candidates will have adequate experience and demonstrate an ability to follow all standards outlined in DOT 49 CFR Part 37, Subpart F, and Section 37.123 ADA Paratransit Eligibility Standards and this Request for Proposals to determine paratransit eligibility recommendations.

## 5. CERTIFICATION PROCESS

### A. VCTC Staff Duties

Under the contract, VCTC's responsibilities in administering the ADA Paratransit Eligibility Certification Services Program will include the following:

- Providing direction to the incumbent contractor with regard to transitioning of the program to the newly-selected Contractor;
- Providing website information about ADA certification, with downloadable applications;
- Providing VCTC letterhead to the Contractor for use in issuing approvals and denials, along with text in English and Spanish, with Mandarin available upon request for use in the letter;
- Providing the ADA certification application in both pdf and printed format, in English, Spanish and Mandarin;
- Providing ADA eligibility card design with the VCTC logo;
- Providing printed informational brochures about the certification process and related programs.
- Providing a Professional Evaluation template for distribution to health professional;
- Providing appeal notifications, with VCTC responsible for reviewing and deciding on appeals;
- Coordinating with the responsible transit agencies regarding their monitoring of and feedback on the certification process;
- Providing general transit system information brochures and schedules for distribution to applicants as appropriate.
- Marketing and outreach for VCTC programs. The Contractor may not initiate and/or perform any outreach activities on behalf of VCTC or the transit operators without the expressed prior written consent of VCTC. VCTC will only give such permission if it has obtained consent of the affected transit operators.
- Providing RideCo Software for maintaining the countywide ADA eligibility list.

## **B. Obtaining Applications**

Individuals who are interested in becoming eligible to utilize ADA paratransit services are required to complete an application form and coordinate the completion of the Healthcare Professional Verification form with their healthcare provider. A person can receive an application for ADA paratransit service by either calling or emailing the Contractor or by obtaining an application on the VCTC's website. Applicants or healthcare professionals can choose to obtain the forms by mail, facsimile, e-mail or online.

## **C. Submission and Review of Applications**

Contractor shall assist potential applicants in completing the application process. Applicants submit their completed application and Health Care Professional form to

the Contractor. Contractor's staff shall review the information for completeness. Contractor shall notify applicant of any missing or incomplete information and provide support to applicants in order to complete the forms correctly; however, the Contractor is not responsible for nor shall the Contractor be required to complete application for applicants.

#### **D. Review and Determination of Eligibility by Contractor**

Upon completion of all required applications and healthcare professional forms, Contractor's professional evaluators shall make an eligibility determination based on the ADA and in accordance with VCTC policy. Eligibility status categories are based on the following:

<u><i>Unconditional</i></u>	An individual who cannot use the fixed-route bus system on a regular basis under any conditions.
<u><i>Eligible by age</i></u>	For those individuals who are aged 65 and older, who have numerous health and mobility issues that they require assistance with or limit their activities of daily living.
<u><i>Permanent</i></u>	For those individuals who, due to a profound and permanent disability, cannot use the fixed-route bus system under any conditions without the assistance of another individual or those individuals who are 85 years of age and older.
<u><i>Conditional</i></u>	An individual who may use the fixed-route for certain trips but not others, or under certain environmental conditions and not others may be eligible on a <i>trip-by-trip</i> basis. Or an individual who has strength and endurance issues, good days and bad days that may use the fixed-route bus system on good days but not on a bad day may be eligible on a <i>conditional</i> basis.
<u><i>Temporary</i></u>	An individual who, for a limited period of time, cannot independently use the fixed-route bus system either due to a temporary disability or where the applicant has an identified treatment plan expected to increase their functional mobility within a short period of time.
<u><i>Visitor</i></u>	An individual who does not reside in the jurisdictional service area, who presents documentation from their home jurisdictions' paratransit system, or proof of residence somewhere else and acceptable proof of the disability.
<u><i>Denied</i></u>	Individuals whose disability and/or functional abilities do not prevent them from using the accessible fixed route bus services

will be denied ADA Paratransit eligibility.

Ineligible

An individual may be deemed to be ineligible to use ADA Paratransit services if their application is withdrawn for failure to complete the necessary information and/or certification process.

Applications will be deemed to have been withdrawn from the certification process if the applicant does not return an application which has been sent back to them for completion of missing information and/or signatures; does not return or reply to repeated, documented telephone calls and letters from the Contractor's Eligibility staff and/or the Certification Contractor requesting additional information or to schedule an in-person assessment; or fails to appear for a scheduled in-person assessment.

**E. Mailing of Determination Letters to Applicants**

If certified, Contractor shall mail the applicant an ID card and personalized letter with eligibility status, along with additional information regarding ADA services, no later than 21 days from receipt of all completed forms. If found ineligible, Contractor shall mail a personalized denial letter to the applicant with an explanation of the reason for denial and an explanation of the right to appeal. Contractor shall also mail out replacement ID cards upon request. Currently no photo is required for the ID card.

**6. REPORTING AND RECORD KEEPING**

Contractor shall keep all reports confidential except to designated VCTC staff and as legally required under the Health Insurance Portability and Accountability Act (HIPPA) and California Confidentiality of Medical Information Act (CIMA). Required reporting must be available electronically.

By the 5<sup>th</sup> day of each month, along with a detailed invoice, Contractor shall submit annual and monthly printed and/or electronic reports. Monthly reports shall include the following information from the previous month:

- a. Applications and Healthcare Professional Verification Forms completed, by client name, during the month including eligibility status and specifying either recertification or new.
- b. Number of applications and Healthcare Professional Verification Forms in progress.
- c. Eligibility by Disability report by specified date range.
- d. Number of total currently certified applicants.
- e. Other appropriate reports as requested.
- f. Monthly report listing staff with hire dates and employment status (employed, no longer with firm, etc.).

Currently, original records are retained and maintained by the Contractor. Through the web-based software (RideCo's Eligibility Portal), VCTC staff has access to view and print the applicant's application and healthcare professional form, details of the professional evaluation, eligibility notification letters, and rider's profile information. The rider's profile information is a synopsis of information required for the Operations Contractor. Currently, this data is transmitted to each respective Operator for reservations and scheduling. The data required for transmittal to bus operators includes:

- Unique Customer ID
- Application Type, such as new or recertification
- Category of disability
- Name, address, daytime phone, evening phone, and Telephone Device for the Deaf (TDD)
- Date of Birth and gender
- Certification dates: Start date and expiration date
- Eligibility type
- PCA eligible status
- Barriers and restricted destinations
- Mobility device
- Emergency contact information

## **7. TRANSITIONING CONTRACT**

VCTC is seeking a new ADA Certifications Evaluations Contract. VCTC desires to refine processes and procedures to ensure an efficient and cost-effective eligibility services program. In addition to responsibilities identified elsewhere in the Scope of Work, the following responsibilities are additionally identified but not limited to:

- A. Establish a method of accurately and efficiently transferring existing client data from the current contractor to Contractor's proposed data system.
- B. Establish overall certification procedures which conform to the federal ADA requirements and VCTC requirements.
- C. Establish certification criteria, which will accept qualified applications under ADA guidelines, while denying certification to those who do not meet these criteria. It is reasonable to expect denials; VCTC may require explanations for any month with an unusually low (less than 10%) denial rate or an unusually high acceptance or denial rate.
- D. Coordinate with VCTC staff to make any revision or enhancements to the VCTC client



certification applications form, letters or ID cards, (subject to VCTC's approval) for improved clarity and ease of use.

- E. Reproduce a sufficient number of copies of VCTC forms and any other necessary client information and assume responsibility for distribution.
- F. Ensure all written materials are available in alternative formats, as required by the ADA.
- G. Assist applicants with all certification forms.
- H. Process new and renewal certifications consistent with the above-stated procedures.
- I. Establish procedure for the transfer of data to the bus operators on a daily or not less than twice weekly basis.
- J. Develop a database to track each application including, at minimum, the information as detailed on the associated rider's profile.
- K. Establish methods to secure, back up, and store confidential client data.
- L. Submit documented billings for services and required reporting on a monthly and annual basis.
- M. Track certification expirations and mail renewal notices to clients.
- N. With Notification of Certification, mail copies of the VCTC ADA Riders Guide and any other informational notices or riders alerts.
- O. Provide testimony, information or other assistance to the Eligibility Appeals Committee.
- P. Testify in court if required.

## **8. VCTC OVERSIGHT AND MANAGEMENT**

Contractor performance and day-to-day oversight of Certification Contractor will be conducted by VCTC staff.

## **9. CHANGES TO CERTIFICATION PROCESS**

During the term of this Agreement, including any extensions thereof, VCTC may choose to implement changes to the ADA paratransit certification processes or forms described herein for the benefit of the county operators, VCTC and its ADA program. In such event, VCTC shall provide 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. The contractor will make all necessary modifications and adjustments subject to VCTC final approval.

## **10. ADA CERTIFICATION SERVICE REQUIREMENTS**

The following paragraphs describe in detail all the requirements for staffing, training, facilities, equipment, processing applications, reporting, and Contractor performance standards.

## **A. STAFF REQUIREMENTS**

Contractor shall provide the necessary management and qualified staff to satisfy the tasks and requirements of this Scope of Work. Contractor shall provide training of qualified staff, capable of performing all assessment activities under the supervision of a licensed physical therapist, occupational therapist, ophthalmologist, or certified independent living counselor. The following management and staffing requirements are minimums and Contractor shall exceed these where necessary to accomplish the specified Scope of Work. Proposed changes in key personnel and/or job duties are subject to prior review and approval by VCTC. Contractor shall submit a resume to VCTC for any proposed replacement candidate and an interview of the proposed replacement candidate may be required.

### **1. Project Manager**

- a. The Project Manager will be the person in charge of all management and day-to-day operations of the Contractor on behalf of the VCTC. The Project Manager must maintain consistent and sufficient contact and communications with VCTC. 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 ADA applicants and from the perspective of both VCTC and the Contractor.
- b. Project Manager will demonstrate, by decision and action, competency in all aspects of VCTC's ADA eligibility certification process. The Project Manager must be knowledgeable about ADA rules, regulations and compliance regarding eligibility and certification. The Project Manager will 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:
  - (1) Ensuring the availability of a responsible individual with decision making authority by phone or in-person during the hours of 8:00 am to 5:00 p.m., Monday through Friday excluding VCTC holidays;
  - (2) Recruitment, selection, hiring, and training of appropriate staff to satisfy the requirements of this Scope of Work;
  - (3) Assignment of personnel to perform the tasks specified in this Scope of Work;
  - (4) Administration of the eligibility certification process, including the review of applications, conduct of telephone interviews and inquiries, and preparation of correspondence to applicants, documentation of

certification findings and the basis for recommended determinations.

- (5) Attendance at such meetings as the VCTC may require, including, but not limited to, a biannual meeting or meetings “as needed” with the VCTC’s supervisory staff;
- (6) Preparation and submission of Contractor's monthly invoice for certification services;
- (7) Preparation and submission of the Monthly Certification Report and other reports as may be requested by the VCTC; and
- (8) Working with VCTC staff to develop any improvements to the ADA eligibility certification process as determined appropriate to ensure an effective and efficient process.

## 2. Certification Staff

Contractor shall recruit, hire, train and employ such qualified staff as are required to meet the requirements specified herein for the administration and conduct of VCTC’s ADA eligibility certification process. Personnel assigned to administer and conduct VCTC’s certification process shall have the appropriate education, licensing and certification, and experience to perform the functions of their assigned positions, including, but not limited to:

- a. Related experience with regard to the functional assessment of individuals with disabilities along with experience working with individuals with disabilities;
- b. Supervisory experience as appropriate to their job assignments;
- c. Familiarity with Ventura County public transit and ADA paratransit services and the functional abilities needed to use these public transportation services;
- d. Familiarity with the VCTC fixed route system and environment, system map and bus stop locations. Staff must maintain a working knowledge of VCTC policy and understand transferring, in-bound/out-bound routes, and how to utilize the transfer points.
- d. Ability to work well with older adults and individuals with disabilities;
- e. Good written and oral communications skills;
- f. Knowledge of ADA complementary paratransit regulations, including, but not limited to, the regulatory definition of ADA paratransit eligibility found

in the ADA Regulations in 49 CFR Part 37, Section 37.123; and

- g. Thorough familiarity with the VCTC's ADA paratransit eligibility certification process and competence in making determinations of ADA eligibility in compliance with federal, state, county laws, regulations and policies.

## **B. STAFFING POLICIES**

### **1. Vacancy of Key Positions**

If, during the course of normal employee turnover, the position of Project Manager remains open for a period in excess of 30 calendar days, the VCTC may, at its discretion deduct a penalty of \$100.00 per day for each day which the position remains unfilled beyond the first 30 days. In order to ensure that they have the proper staffing, the Contractor may be required to provide a monthly report listing staff with hire dates and employment status (employed, no longer with firm, etc.) of each employee

### **2. Assignment of Contractor Staff to VCTC Certification**

To promote coordination between the VCTC and Contractor, certification services for VCTC shall be assigned to limited number of designated Contractor staff sufficient to provide these services under normal circumstances. Names of the designated staff and any changes to this staffing shall be provided to the VCTC in writing.

### **3. Turn-Over**

Contractor shall take appropriate steps and actions to minimize the turnover of employees assigned to this Agreement and to minimize the impact of such turnover as it occurs.

### **4. Removal of Employees**

VCTC may require that any Contractor employee assigned to provide services under this Agreement be removed from work on VCTC's program. VCTC may require immediate removal if, in its determination, this is warranted by the circumstances.

### **5. Staffing Policies**

VCTC will notify the Contractor's Project Manager in writing of any employee determined to be unsuitable for assignment to VCTC's program and shall provide documentation as to the basis for this determination. Unless VCTC is requiring immediate reassignment, within five (5) business days of receipt of such notice Contractor shall, 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 within the 30-day plan period, the Contractor shall immediately replace the employee.

#### 6. Language

Contractor staff assigned to VCTC's program who work predominantly with the public shall be fluent in both written and/or spoken English and Spanish. Certification Contractor may, but is not required to, provide staff who is fluent in languages other than English and Spanish should these be required by applicants. Applicants not fluent in English and Spanish may be required to provide their own interpreter. Contractor shall have the ability to bring in an American Sign Language (ASL) Interpreter as needed for language access

### **C. TRAINING OF CERTIFICATION PERSONNEL**

1. All training of Contractor staff shall be the responsibility of the Contractor. Contractor shall develop and provide a training program sufficient to meet the transportation, Americans with Disabilities Act and eligibility certification requirements as stated under *Section A,2. Certification Staff*. The Contractor's training program shall be reviewed and approved by VCTC staff prior to implementation.
2. Prior to their assignment to VCTC's program, each employee shall receive, at a minimum, the following training:
  - a. Contractor's training program as described above;
  - b. VCTC orientation on ADA paratransit services, policies, and procedures, to be provided by VCTC staff; and
  - c. 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 to be provided by the Contractor. Proof of such training shall be documented and available for inspection by VCTC.

### **D. TRAINING OF VCTC ADMINISTRATION STAFF**

On an annual basis, Contractor shall permit up to (8) VCTC staff and local bus operator staff to attend and participate in Contractor's training program for application review/eligibility determination conducted for its own staff as described in Section A, above, at no cost to VCTC or local bus operators. VCTC and local bus operator staff shall be responsible for any travel costs incurred by its employees attending such training.

### **E. TRAINING OF VCTC STAFF AND COMMITTEES**

On a periodic basis, estimated to be no more frequent than two (2) times per year, the VCTC may request that the Certification Contractor's Project Manager, or other staff as appropriate, provide training to certain community bases, social service groups, transit operators, or other VCTC staff, committees or groups, in the requirements of the ADA for certification of paratransit eligibility and the VCTC's certification process. The class size will consist of no more than eight (8) individuals.

## **11. COMMUNICATIONS SYSTEMS**

The Contractor shall be responsible for providing, installing and maintaining communications systems for support and performance of the services described herein. At a minimum, these communications systems shall consist of the following:

### **A. Applicant Telephone Services**

Voice telephone services shall be provided for certification inquiries and return of calls from Contractor staff to applicants, their guardians, and/or health care providers. Contractor shall obtain, install and maintain a toll-free phone number accessing sufficient telephone lines to result in callers receiving a busy signal on no more than ten (10%) percent of all attempted phone calls at peak call times. Contractor shall provide and maintain a telephone message recorder or voicemail so that callers may leave a message after business hours. All messages must be picked up, transcribed, and returned on the next business day. The contractor's place of business must be open on all holidays except for the holidays referenced above in scope.

In addition to voice telephone services, the Contractor shall provide, install, and maintain access for individuals who are deaf or hard of hearing using modern communication technologies such as Video Relay Services (VRS) and IP Relay. These services will be available during all normal hours of certification office operation and equipped to allow for automated greetings and message capabilities during after-hours. All messages must be retrieved and responded to on the next business day.

### **B. Contractor Administrative Telephones**

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 applicant telephone lines are not utilized for administrative purposes.

### **C. Facsimile Machine**

For the purpose of expedient transmission of reports, documents and other communications between VCTC and Contractor, Contractor will 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 and shall be promptly repaired or

replaced in the event of equipment failure so that FAX service is reestablished within one business day.

#### **D. Computer Systems**

Contractor shall provide any and all computer hardware and software necessary for the provision and support of services provided pursuant to this Agreement. VCTC currently uses RideCo's Eligibility Portal to perform ADA Eligibility Certifications. All documents, reports, and forms prepared for submission to the VCTC or for use in conjunction with the certification services provided pursuant to this Agreement shall be prepared with compatible hardware/software and shall be submitted in electronic form as well as hard copy. Currently VCTC's current contractor is using an Excel-based system with a website hosted by VCTC on network servers with built in redundancy and back-ups. VCTC shall have full access to read, write, edit and print customer files.

### **12. ADA ELIGIBILITY APPLICATION PROCESSING**

Assessment results should be in line with the generally accepted ratio of 10% denials per 100 applicants. This rate will be calculated quarterly. Failure to maintain an acceptable level of eligibility denials will be investigated and could result in sanctions ranging from an audit of assessment procedures to the termination of the contract.

Contractor shall be responsible for processing of applications to determine and make recommendations on each applicant's eligibility in accordance with the Americans with Disabilities Act and VCTC policy. Contractor shall develop, implement and follow procedures to accomplish the processing of certification applications, including, but not limited to, the following:

#### **A. Eligibility Determination**

The determination of eligibility shall be based on the applicant's functional and cognitive abilities to independently utilize public fixed route transit services, as indicated by review of the information provided in their application or supplemental information obtained through telephone interviews. It is expected that the Contractor will follow a process generally as follows:

##### **1. Application Review**

If the information provided in the application is sufficient, eligibility may be granted without further contact with the applicant. In this case, the Contractor staff prepares a summary of their evaluation and the basis for their eligibility determination, prepares the Applicant Notification Letter and ID Card.

##### **2. Telephone Interview**

- (a) If the application data is insufficient to make an eligibility determination, Contractor staff may contact the applicant and/or their identified health care

provider by telephone or TDD to obtain additional information which might permit a determination. If this telephone contact provides adequate information, an eligibility determination can be made at this point. Again, if this is possible, the Contractor staff prepares a summary of the evaluation and the basis for the eligibility determination, prepares the Applicant Notification Letter and ID card.

- (b) Contractor shall attempt to contact applicants by telephone or TDD on a minimum of three (3) occasions, on different days and at different times of day. Each attempt shall be noted on the application as to day and time. If the Contractor has been unsuccessful in contacting the applicant after three attempts, Contractor staff shall attempt to contact the applicant through the "Emergency Contact" indicated on the application. If the Contractor is unsuccessful in contacting the Emergency Contact or, after a period of five (5) days from such contact, the applicant has not made contact with the Contractor, the Contractor shall prepare and mail an Ineligible letter to the applicant. If, by a date ten (10) business days from the date of the Ineligible letter, the applicant has not contacted the Contractor, that application shall be marked as "Ineligible/Withdrawn".

## **B. Time Requirements for Processing**

1. The ADA Regulations specify that "If, by a date 21 days following the submission of a completed application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application."
2. To enable the VCTC to comply with the ADA's "21-Day Rule,{149 CFR 37 Section37.125 (c)} the Contractor shall process, make a determination recommendation, document, prepare the applicant determination letter and transmit all required documentation to the applicant no later than the seventeenth (17) calendar day from the date on which the application was accepted by the Contractor as complete, with the days counted as follows:
  - (a) Day 1 is the date stamped by Contractor staff on an application indicating that the form is complete and properly signed by the applicant.
  - (b) Delays in Processing Not Due to Contractor: the counting of days shall be temporarily stopped: on the day that Contractor staff determines that telephone interview is needed and they fail to reach the applicant and/or their health care provider. The counting of days starts again when telephone contact is made and information is obtained. All such delays must be documented for tracking and reporting purposes.
  - (c) Determinations Requiring Clarification: if, upon review, an application is returned to the applicant for clarification of the summary of assessment



findings or basis for the recommended determination, the counting of days shall resume with the day the clarification is requested and end when the review is again completed. A clear process to document and monitor the number of days as described above shall be approved by VCTC and implemented by the Contractor. All such delays must be documented for tracking and reporting purposes.

### **13. DOCUMENTATION AND REPORTING**

#### **A . Documentation of Eligibility Determination**

The Contractor shall fully document the processing of each application as well as the assessment findings and determination of eligibility, denial or ineligibility for ADA paratransit services. All documentation will be written or typed so that it can be easily read and understood by VCTC staff, applicants and Eligibility Appeals Committee members. Such other data and reporting as may be requested by VCTC. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by VCTC. Contractor shall be responsible for:

##### **1. Completed Evaluation**

Contractor shall be responsible for the preparation and submission of a completed evaluation for each application processed and/or applicant interviewed. Each "completed evaluation" shall include documentation of the full and complete answers to each pertinent evaluation question noted by the Contractor staff conducting the analysis, a detailed written explanation of the basis for the Contractor's determination, and the eligibility recommendation. This documentation may take the form of a checklist or other format, which is developed by the Contractor and subject to approval of VCTC prior to implementation.

##### **2. Determination Letters**

- (a) The Contractor shall be responsible for the preparation of Letters of Determination to be sent to each applicant notifying them of the determination which has been made on their application for ADA paratransit eligibility. VCTC shall work with the Contractor to determine the format and text for the determination letters to be prepared by the Contractor and sent to each applicant. It should be noted that all correspondence prepared by Contractor on behalf of VCTC and information materials shall be approved by VCTC prior to use. VCTC shall work with the Contractor to provide the format of printed applications and the format and text for the summary of eligibility and determination letters to be prepared by the Contractor. Other form and letters required for the efficient processing and documentation of the certification process shall be developed by the Contractor in cooperation with the VCTC's administrative staff and shall become, pursuant to the

terms of the Agreement, property of VCTC.

## **B. Monthly Certification Report**

On a monthly basis, Contractor shall prepare a Monthly Certification Report which shall be submitted to VCTC with the monthly invoice on or before the 5th business day of the following month. The Monthly Certification Report shall include at a minimum, the following:

The data on completed determinations and applications in progress.

1. A daily roster of individuals for whom an eligibility determination was completed and those applications still in progress during the month, listing the following data:
  - (a) Applicant name;
  - (b) VCTC identification number;
  - (c) Date of completed determination;
  - (d) Recommended eligibility;
  - (e) Name of Contractor's certification analyst who completed the determination; and
  - (f) Invoice amount / fees
2. Such other data and reporting as may be requested by VCTC. Modifications and additions to the recommended reporting may be proposed by Contractor and are subject to approval by VCTC.

## **C. Attendance at Meetings**

1. Contractor's Project Manager and, as appropriate, designated certification staff shall attend meetings with VCTC on a regular basis to review the ADA certification process and Contractor performance to identify areas for analysis and improvement, and to effect training of and coordination between VCTC and Contractor staff. Meetings with transit operators may also be required as needed to ensure comprehensive collaboration and support across the county's transit services. Regular meetings will include:
  - a) Monthly Certification Meeting of Contractor's Project Manager with VCTC's Program Manager. This meeting shall be held at a location in agreement with VCTC and the Contractor. Meetings are typically conducted virtually. Should in-person meetings be necessary, they will take place at a location agreed upon by both VCTC and the Contractor.

- b) Quarterly Certification Coordination Meeting of VCTC and Contractor staff. These meetings are intended to facilitate coordination and to discuss practices, procedures, challenges, and opportunities for improvement of the certification process.
  - c) Transit Operators Advisory Committee (TRANSCOM) serves as an advisory body to VCTC for purposes of transit planning and programming, including review of the Program of Projects, and to provide a forum for discussion and input on transit issues. TRANSCOM meets the second Wednesday of each month at 1:30 pm at the VCTC Office Large Conference Room.
  - d) Citizens Transportation Advisory Committee/Social Services Transportation Advisory Committee (CTAC/SSTAC) The CTAC/SSTAC is charged with providing input to the VCTC on a variety of transportation issues, including the review of findings developed from an annual public hearing on possible “unmet transit needs,” which is held each Spring. CTAC/SSTAC meets four (4) times per year in January, April, June, and September. Meetings are held on the second Tuesday of the month at the County Government Center Hall of Justice Pacific Meeting Room at 1:30 p.m. Contractor is a member of the Committee and shall attend all meetings.
2. The locations and times of these meetings shall be as determined by VCTC, with the exception of the Monthly Certification Coordination Meeting, the time and location of which will be coordinated between the Contractor's Project Manager and the VCTC's Program Manager. In addition to these regular meetings, Contractor's Project Manager may be requested to attend and participate in other meetings relating the VCTC's ADA certification process.

#### **D. Customer Comments/Complaints**

- 1. All applicants and other individuals contacting the Certification Contractor wishing to make a comment on the ADA eligibility certification process shall be referred by Contractor staff to the VCTC's Customer Service department at (800) 438-1112.
- 2. Comments received by Customer Service will be tracked and forwarded to the Contractor for investigation and response. Customer comment responses must be submitted to the VCTC's Program Manager, in writing, within five (5) business days.

#### **E. Retention of Files and Records**

All files and records relating to the processing of applications and the provision of services under this Agreement which are not returned to VCTC shall be retained by

Contractor for a period of five (5) years. Upon request from VCTC, such records will be made

#### **14. PERFORMANCE STANDARDS**

Performance standards are included to encourage high quality and effective services and in recognition of the ADA-required time parameters for processing ADA applications. For the initial startup of operation under this contract, VCTC and Contractor will monitor performance of Contractor against the following performance measures to ensure that standards have been established which are appropriate and fair. During the initial 90 day period, no incentives or penalties will be assessed.

##### **A. Recommendations for Improvement**

VCTC encourages the Contractor to make suggestions and recommendations to improve the ADA eligibility certification process. An incentive payment may be made for any suggestion or recommendation which VCTC determines to implement and results in a measurably more effective and efficient process. This incentive payment is \$150.00 per implemented suggestion or recommendation and will be provided to the Contractor thirty (30) days after implementation and review of effectiveness.

##### **B. Timely Processing of Applications**

The Contractor must complete its processing of applications in a timely manner to meet ADA requirements. Each evaluation and completed documentation must be processed within twenty-one (21) calendar days of receipt of the applications. (See *Section 12 B. Time Requirements for Processing* of this document for a complete discussion of timely processing requirements.)

##### **C. Completed Documentation**

The Contractor must ensure that its documentation is complete when submitted to VCTC. Evaluations not fully documented, or which require clarification, will be considered incomplete. Each evaluation determined to be incomplete by VCTC will be returned to the Contractor for completion. Penalties may be assessed and incentives awarded according to the following criteria:

1. Failure to meet the completed documentation requirement on less than five percent (5%) of the determinations completed in any calendar month will result in a penalty award to Contractor of \$100.00 for that month. Failure to meet the completed documentation requirement on more than ten percent (10%) but less than fifteen percent (15%) of the determinations completed in any calendar month may result in assessment of a penalty of \$200.00 for that month; and
2. Failure to meet the completed documentation requirement on more than

fifteen percent (15%) of the determinations completed in any calendar month may result in assessment of a penalty of \$400.00 for that month.

#### **D. Assessment Procedure**

Before assessing penalties, VCTC will use the following procedure:

- a. VCTC will notify the Contractor of its intent to assess a penalty.
- b. 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 Contractor and/or serious violation of service standards may result in assessment of penalties up to and including termination of contract.

#### **15. CONTINUITY OF CURRENT SERVICE VENDOR**

VCTC currently uses a proprietary system that includes an online application via the internet and via the telephone. ADA applicants are able to call and/or email check the status of their applications. VCTC deems it to be in the best interest of the agency and its ADA clients to continue using the RideCo Eligibility Portal, in order to successfully continue the service as anticipated by the ADA clients.