



**COUNTY OF LOS ANGELES
DEPARTMENT OF WORKFORCE DEVELOPMENT,
AGING AND COMMUNITY SERVICES**

**NEW FREEDOM: DOOR-ASSISTANCE TRANSPORTATION
PROGRAM
APPENDIX A**

RFP STATEMENT OF WORK

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NEW FREEDOM: DOOR-ASSISTANCE TRANSPORTATION PROGRAM APPENDIX A: STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 This Statement of Work (SOW) defines the minimum required tasks for the provision of New Freedom: Door-Assistance Transportation Program (DATP) (Program), administered by the County of Los Angeles, Workforce Development Aging, and Community Services (County) to eligible individuals, otherwise referred to herein as “Client(s)” as codified by 49 USC 5317 under the Federal Transportation (FTA) New Freedom Program requirements. Subrecipient shall provide Program services based on the requirements herein, in addition to the guidelines and standards established by the Los Angeles County Metropolitan Transportation Agency (LACMTA) and County Program Memoranda and Directives. In addition to the eligible Clients noted above, Subrecipient shall be required to provide Program services to eligible individuals including but not limited to, s frail older individuals and /or individuals with disabilities, as further defined in Exhibit P (Definitions) of Appendix C (Sample Subaward). Program services include escort transportation services to and from a vehicle, as further described in Section 10.0, Specific Work Requirements.

1.2 Eligibility Criteria

1.2.1 The U.S. Department of Transportation (“DOT”), Federal Transit Administration (“FTA”) determines the eligibility criteria for DATP. Unless otherwise expressly indicated in this Subaward or by Federal, State, or local law, Subrecipient shall only provide Services to eligible individuals.

1.2.2 Individuals are eligible to be a Client and receive Services when they meet one of the following criteria:

1.2.2.1 Frail Older Individuals

1.2.2.1.1 “Frail”, as defined in Section 7119 of Title 22 Code of Regulations (22 CCR 7119), applies to an Older Individual that is determined to be functionally impaired because the individual either:

1.2.2.1.2 Is unable to perform at least two Activities of Daily Living (ADL) including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or,

- 1.2.2.1.3 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
 - 1.2.2.2 Older Individual: An individual who is sixty (60) years of age or older (see Appendix C (Sample Subaward), Exhibit P (Definitions)).
- 1.2.3 Individual with a Disability who is eighteen (18) years of age or older
 - 1.2.3.1 Individual with a Disability: An individual, who because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheel-chair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility 49 USC 5302(a)(5) (see Appendix C (Sample Subaward), Exhibit P (Definitions)).
- 1.3 Service Area
 - 1.3.1 Subrecipient must provide geographical coverage within one or more of the five (5) Supervisorial Districts of the County of Los Angeles.
 - 1.3.2 The point of origin, travel and end destination must be within the County of Los Angeles.
- 1.4 Subrecipient shall maintain proper Program eligibility and service documentation in accordance with Section 10.0, Specific Work Requirements, to substantiate the Program services provided and that Client eligibility for Program services are met.
- 1.5 Subrecipient shall comply with all applicable Program Federal, State and County policies and regulations including, but not limited to: informational bulletins and directives.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 Modifications
 - 2.1.1 Subrecipient is prohibited from modifying or terminating Services, forms, procedures, protocols, or revising hours of service delivery without the written consent of County. Subrecipient shall request permission at least thirty (30) days in advance and obtain written consent of County, and shall comply with Appendix C (Sample Subaward), Subparagraph 9.9 (Modifications), as applicable.
 - 2.1.2 Subrecipient shall inform County in writing and receive written County approval at least sixty (60) days prior to a relocation of Subrecipient's office or site location(s).

2.1.3 Services or work hours shall not be modified, or terminated throughout the entire Subaward term. Should an emergency need arise, County must be notified immediately as described in Appendix C (Sample Subaward), Subparagraph 9.23 (Unusual Occurrences and Crime) and the request for Services or work hour modifications will be reviewed by County on a case-by-case basis.

2.2 Amendments

2.2.1 All changes must be made in accordance with Appendix C (Sample Subaward), Subparagraph 8.1 (Amendments).

3.0 QUALITY CONTROL

3.1 Quality Control Plan

3.1.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of Service throughout the term of the Subaward. The Plan shall be submitted to County's Subaward Manager for review. Subrecipient shall follow the procedures set forth in Subsection 4.0 (Quality Assurance Plan), and the plan shall include, but not be limited to the following:

3.1.1.1 Method of monitoring to ensure that Subaward requirements are being met; and

3.1.1.2 A record of all inspections conducted by Subrecipient, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request. Subrecipient shall maintain all records consistent with Appendix C (Sample Subaward), Subparagraph 8.38 (Record Retention and Inspection/ Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

4.0 QUALITY ASSURANCE PLAN

4.1 County shall evaluate Subrecipient's performance under Appendix C (Sample Subaward) using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of Appendix C (Sample Subaward).

4.2 Establishment and Maintenance of Quality Assurance Plan

4.2.1 Subrecipient shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Subaward are met. A copy must be provide to County Contract Manager (CCM) on the Subaward start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:

- 4.2.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in the Statement of Work. Subrecipient shall include methods for identifying and preventing deficiencies in the quality of Service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CCM of any identified performance requirement issues within twenty-four (24) hours of discovery.
- 4.2.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Subrecipient's employees or any other potential disruption in Service.
- 4.2.1.3 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the Subaward.
- 4.2.1.4 Subrecipient's QAP shall include quality improvement strategies and interventions and include barriers/deficiencies/problems identified by County through County's technical assistance visits in this process.
- 4.2.1.5 Subrecipient shall include qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents in the QAP.

4.3 Performance Requirements of QAP

- 4.3.1 If Subrecipient QAP requirements are not met, the CCM may, in addition to all other remedies available under this Subaward, telephone Subrecipient to alert a Subrecipient of a deficiency; send Subrecipient a User Complaint Report (UCR), or both. Subrecipient shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.
- 4.3.2 Subrecipient shall not utilize any employee or Lower Tier Subrecipient whose work has been deemed deficient and unacceptable by the CCM.
- 4.3.3 Subrecipient shall report any staff changes, including separations, temporary leave (e.g. vacations) and indicate staff that will take over the functions of staff on separation or leave, and new hires to the CCM within five (5) business days of the occurrence. In addition, for new hires, Subrecipient shall include a current resume as part of the notification for the County.

4.4 Meetings and Training

- 4.4.1 Subrecipient is mandated to attend all scheduled meetings and trainings called by County, or as directed by County. Subrecipient shall be given at least three (3) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.

- 4.4.2 Subrecipient shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via virtual means (e.g., WebEx or Skype). Penalties will apply for Subrecipient's failure to attend either face-to-face or WebEx meetings pursuant to Appendix C (Statement of Work Exhibits), Attachment 1 (Performance Requirements Summary Chart).
- 4.4.3 Subrecipient staff is also required to regularly attend meetings, trainings or conferences that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings, trainings or conferences, may be called by County or a partner agency, or may be designated by County for Subrecipient participation. Subrecipient may also choose to attend meetings outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Client Services, as well as other meetings designated by County.

4.5 Subaward Discrepancy Report

- 4.5.1 Subrecipient's Project Manager shall provide verbal and written notification of a Subaward discrepancy will be made to County's Compliance Manager as soon as possible, but no later than one (1) business day, whenever a Subaward discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon in writing by County and Subrecipient.
- 4.5.2 The County Compliance Manager will determine whether a formal Subaward Discrepancy Report (Appendix C (Statement of Work Exhibits)), Attachment 2 (Subaward Discrepancy Report) shall be issued. Upon receipt of this document, Subrecipient is required to respond in writing to County Compliance Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Subaward Discrepancy Report shall be submitted to County Compliance Manager within five (5) business days.

4.6 County Observations

- 4.6.1 Other County personnel, in addition to County Subaward staff, may observe the performance/activities and review documents relevant to this Subaward at any time during normal business hours.

5.0 DEFINITIONS

- 5.1 For a listing of Definitions for this Program, refer to Appendix C (Sample Subaward), Exhibit P (Definitions).

6.0 RESPONSIBILITIES

- 6.1 The responsibilities of the County and the Subrecipient are as follows:

6.1.1 COUNTY ADMINISTRATIVE DUTIES

- 6.1.1.1 County will administer the Subaward according to Appendix C (Sample Subaward), Paragraph 6.0 (Administration of Subaward – County). Specific duties will include:
 - 6.1.1.1.1 Monitoring Subrecipient’s performance in the daily operation of this Subaward. Performance monitoring includes programmatic and fiscal review.
 - 6.1.1.1.2 Providing direction to Subrecipient in areas relating to policy, information, performance and procedural requirements.
 - 6.1.1.1.3 Preparing Amendments in accordance with the Appendix C (Sample Subaward), Subparagraph 8.1 (Amendments).

6.1.2 SUBRECIPIENT ADMINISTRATIVE DUTIES

6.1.2.1 Project Director

- 6.1.2.1.1 Subrecipient shall provide a full-time Project Director or designated alternate. County must have access to the Project Director during all hours, 365 days-per-year. Subrecipient shall provide a telephone number where the Project Director can be reached on Monday through Friday, from 8:00 a.m. to 5:00 p.m.
- 6.1.2.1.2 Project Director shall act as a central point of contact with the County.
- 6.1.2.1.3 Project Director shall have a minimum of five (5) years of experience supervising transportation services or a similar or related field.
- 6.1.2.1.4 Project Director, or designee shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward. Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 6.1.2.1.5 Project Director, or designee shall plan, organize and direct all administrative and operational activities related to the Program and ensure all Services are delivered under this Subaward and within the established time frames specified by County.
- 6.1.2.1.6 Project Director, or designed shall serve as the coordinator/liaison for all Services under this Subaward, ensuring that any overall communications relevant to the provision of services to Clients are conveyed to the appropriate personnel.

6.1.2.2 Escort Driver (Driver)

6.1.2.2.1 In addition to performing the tasks and deliverables as described in Section 10.0., Specific Work Requirements, Escort Drivers shall:

6.1.2.2.1.1 Be enrolled in the DMV's EPN.

6.1.2.2.1.2 Possess a current, valid, State of California-issued vehicle operator license appropriate for the vehicle being operated. If insurance is not provided by Subrecipient, driver shall have insurance coverage as stated in Appendix C (Sample Subaward), Paragraph 8.25, Insurance Coverage.

6.1.2.2.1.3 Speak, read, write, and understand English fluently;

6.1.2.2.1.4 Read and comprehend written materials including assignment routes, road maps and all road signs, and.

6.1.2.2.1.5 Ensure the safe and proper handling of Clients to and from vehicles, as further described in subsection 10.0., Specific Work Requirements. ,

6.1.2.3 Accounting Staff

6.1.2.3.1 Subrecipient staff shall include at a minimum one staff person who has knowledge of basic Accounting principles.

6.1.2.3.2 Responsibilities: The accounting staff person will be responsible for all fiscal matters related to the Program.

6.1.2.3.3 Minimum Experience and Qualifications:

6.1.2.3.3.1 Ability to speak/read/understand English fluently;

6.1.2.3.3.2 Bachelor's degree from an accredited university in Accounting or business finance,

6.1.2.3.3.3 At least one year of accounting experience at a level distinguished by the responsibility for performing the fiscal functions relating to grants management.

6.1.2.3.3.4 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Program services, including, but not limited to: Office of Management and Budget regulations (OMB's), Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFRs) sections, and Generally Accepted Government Auditing Standards (GAGAS).

6.2 PERSONNEL

6.2.1 Subrecipient shall assign a sufficient number of employees with the appropriate education, licensure, and experience noted below to perform the required work and capable of establishing effective communication with the Clients and County. Subrecipient shall always have a staff member that speaks and understands English with the authority to act on behalf of Subrecipient in every detail, available during work hours. Subrecipient shall operate continuously throughout the entire term of this Subaward with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements of County for Subrecipient necessary to provide Program services herein. Such personnel shall meet all qualifications in the Subaward, as well as those provided by County through Subaward Amendments, Administrative Directives and Program Policy Memorandums.

6.2.2 Subrecipient shall be required to background check their employees as set forth in Appendix C (Sample Subaward), Subparagraph 7.5 (Background & Security Investigations).

6.2.3 SUBRECIPIENT STAFF TRAINING

6.2.3.1 Subrecipient shall provide training for all new staff and continued in-service training for all staff. Subrecipient is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas relating to providing Services, including cross-training of staff to ensure program and team success and performance.

6.2.3.2 Subrecipient shall develop and implement a written internal staff training and succession plan policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Subrecipient shall also define the policy and protocols of information sharing when only a designee attends on behalf of Subrecipient. Subrecipient shall also provide its training and succession plan policy to County for review at least once per program year at the beginning of each program year.

- 6.2.3.3 Subrecipient's Project Director shall ensure that all appropriate Subrecipient employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County, for Subrecipient's benefit. Further, Subrecipient shall ensure that, at a minimum, a Subrecipient's designated, paid employee represents Subrecipient at each training session, unless otherwise directed by County. Subrecipient may also choose to attend additional training opportunities inside or outside of Los Angeles County at Subrecipient's own expense that the Subrecipient reasonably deems to be beneficial for the delivery of Services, as well as other trainings designated by County.
- 6.2.3.4 Training shall include, but not be limited to: providing information concerning new Directives and regulations issued by County. County shall provide relevant and applicable training, including instruction and guidance, as determined appropriate by County.
- 6.2.3.5 Subrecipient shall attend all mandated training called by County, or authorized designee. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient may also be required to attend emergency trainings without the above-stated notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Subaward, and may result in further action pursuant to Subaward Subparagraph 9.13 (Probation and Suspension), and any other applicable remedies.

6.3 IDENTIFICATION

- 6.3.1 Subrecipient shall ensure their employees are appropriately identified as set forth in Appendix C (Sample Subaward), Subparagraph 7.3 (Subrecipient's Staff Identification).

6.4 MATERIALS AND EQUIPMENT

- 6.4.1 The purchase of all materials/equipment to provide the needed Program services is the responsibility of Subrecipient. The Subrecipient shall use materials and equipment that are safe for the environment and safe for use by the employees and volunteers. Any materials and equipment purchased with Program funds shall remain the property of County.
- 6.4.2 Subrecipient must obtain approval from County prior to charging Program funds for the following:
 - 6.4.2.1 Purchase of property with a per-unit single cost totaling \$5,000 or more.
 - 6.4.2.2 Purchase, rent, licensing, maintenance fees, or subscriptions of information, technology applications/software/services with a per-unit

single or cumulative cost totaling \$5,000 or more within a twelve (12) month period.

- 6.4.2 Subrecipient shall adhere to and maintain a clear inventory record of all equipment, as directed by County through County Directive.

6.5 SUBRECIPIENT SITES/FACILITIES AND RESOURCES

- 6.5.1 Subrecipient shall maintain an office in Los Angeles County with a telephone in the company's name where Subrecipient conducts business. The office shall be open and staffed a minimum of eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about Subrecipient's performance of the Subaward. When office is closed, during on-business hours, an answering service shall be provided to receive calls. Subrecipient shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. Subrecipient shall always have a staff member with the authority to act on behalf of Subrecipient available during work hours.
- 6.5.2 Subrecipient shall publicly display at all Subrecipient office locations/sites the days and hours of operation for the provision of contracted Services. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Services area (site or office location).
- 6.5.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.6 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF SUBRECIPIENT STAFF

- 6.6.1 Subrecipient must provide Services in English, but in areas where a significant number of Clients do not speak English as their primary language, Subrecipient shall make efforts to employ staff and recruit volunteers who are bilingual or multilingual in one or more of Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese or American Sign Language, should one or more of these languages be a predominant language used in the community served by Subrecipient.
- 6.6.2 Subrecipient must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.

- 6.6.3 Subrecipient shall utilize professional translation services when assistance with another language is needed and no onsite staff speaks that language.
- 6.6.4 Subrecipient shall not require any Client to provide his/her own interpreter.
- 6.6.5 Subrecipient shall adhere to Bilingual and Linguistic Program Services provisions as set forth in Cal. Gov. Code Sections 11135 to 11139.5 (22 CFR 98211, 98310 to 98314, 98324 to 98326, 98340 to 98370).

7.0 HOURS/DAY OF WORK

- 7.1 Subrecipient shall publicly display at all Subrecipient office locations/sites the days and hours of operation for the provision of Subawarded Program services. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Program service area (site location).
- 7.2 Subrecipient shall inform County in writing and receive written County approval at least sixty (60) days prior to relocation of Subrecipient office or site location(s).
- 7.3 Prior to modifying or terminating services, or revising hours of service delivery at previously designated location(s) and before commencing such Services at any other location, Subrecipient shall obtain written consent of the County, and shall comply with Appendix C (Sample Subaward), Paragraph 9.9 (Modifications), as applicable.
- 7.4 Subrecipient office shall be open a minimum eight (8) hours per day for the hours of 8:00 a.m. to 5:00 p.m.
- 7.5 Subrecipient shall also ensure that personal telephone contact with Subrecipient's staff is available to Clients, potential Clients, as well as County, during Subrecipient's hours of operation. Subrecipient shall also ensure that each office location has a telephone answering machine or voice mail in place during off-business hours. Subrecipient's staff shall check and respond to all messages in a timely manner.
- 7.6 Subrecipient shall ensure that Subrecipient staff is available to all Clients, potential Clients, referral sources, as well as County staff on a minimum five (5) day-a-week (Monday through Friday) basis (not including County recognized holidays).

8.0 WORK SCHEDULES

- 8.1 Subrecipient shall submit for review and approval a work schedule for each facility to the County Project Director within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within fourteen (14) working days prior to scheduled time for work.

- 8.3 County may request, at its sole discretion, a deviation of regular work schedules to address site/task demands.

9.0 UNSCHEDULED WORK

- 9.1 County Program Manager or his designee may authorize Subrecipient to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, Subrecipient shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Subrecipient's estimate, County Program Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Subrecipient shall contact County's Program Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Subrecipient shall submit an invoice to County's Program Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Subrecipient shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Subrecipient.

10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 Subrecipient shall operate a Door-Assistance Transportation Program consisting of both **door-to-door** and **door-through-door** assistance as explained below.
- 10.1.1 **Door-to-Door:** A form of escorted transportation services that includes Client assistance between the vehicle and the door of the Client's home or other destinations but does not entail the Escort Driver going inside of the home.
- 10.1.1.1 For trips originating from the Client's home, the Escort Driver provides assistance to the extent of light support of a Client's elbow or assistance with a Client's personal belongings, from the door of the Client's home to the entrance of the driver's vehicle. Once at the Client's destination, the Escort Driver provides assistance to the extent of light support of a Client's elbow or assistance with a Client's personal belongings from the door of the driver's vehicle through the door of the drop-off destination, until the Client can confidently navigate their way to the precise destination within the drop-off site.
- 10.1.1.2 For trips ending at the Client's home, the Escort Driver provides assistance to the extent of light support of a Client's elbow or assistance with a Client's personal belongings from the pick-up

location to the door of the driver's vehicle. Once at the Client's home, the Escort Driver provides assistance to the extent of light support of a Client's elbow or assistance with a Client's personal belongings to the door of the Client's home.

10.1.2 **Door-through-Door:** A hands-on service for Clients with significant mobility limitations in which an Escort Driver helps Clients through the doors of their residences or destinations and may provide assistance with belongings.

10.1.2.1 An Escort Driver can provide Clients with door-to-door services, in addition to but not limited to the services and deliverables described at Subsection 10.1.1; services may include limited caregiving function inside of clients home such as helping with putting on a Clients coat, carrying a Clients bags, tying a Clients shoes, and assuring that the Clients home is locked. Upon returning to the home of the Client, Escort Drivers will assist Clients to safely enter the home and assist with any belongings the Client is bringing into the home.

10.2 Subrecipient shall conduct an initial assessment to determine Client eligibility as described in Section 1.2, Eligibility Criteria.

10.2.1 Subrecipient shall complete the New Freedom: Door-Assistance Transportation Program Application and complete, at a minimum:

- 10.2.2.1 Client's Name
- 10.2.2.2 Client's address
- 10.2.2.3 Date of Birth
- 10.2.2.4 Activities of Daily Living (ADL's)
- 10.2.2.5 Instrumental Activities of Daily Living (IADL's)
- 10.2.2.6 Disability
- 10.2.2.7 Mobility Aids
- 10.2.2.8 Means of Transportation
- 10.2.2.9 Mobility Management Survey

10.3 Subrecipient shall provide Program services within two (2) weeks of initial assessment.

10.4 Subrecipient shall have by commencement of the Subaward, a current certificate, permit or registration issued by the California Public Utilities Commission (CPUC) Transportation Safety and Enforcement Division, which has oversight over passenger carriers within the State of California. CPUC certification ensures that the Subrecipient meets the requirements and regulations to be a licensed passenger transporting agency.

10.5 Subrecipient shall have by commencement of the Subaward be enrolled in the California Department of Motor Vehicles' (DMV) Employer Pull Notice Program (EPN). The EPN is a program by which the Subrecipient's drivers are subject to the verification of driving records to determine any past or current driving violations.

10.6 Subrecipient shall maintain all service vehicles, related accessories, equipment, and facilities required per this Subaward in good order and in a condition satisfactory to the County Mobility Manager. Subrecipient, at its sole cost and expense, shall provide all fuel, lubricants, repairs, cleaning, parts, supplies, labor, maintenance, major components, and component rebuilding and replacement to provide the maintenance required for the operation of all equipment pursuant to this Subaward.

10.6.1 Subrecipient will ensure service vehicles, and any other equipment necessary to provide Services, shall be in good repair and in accordance with the manufacturers' recommended maintenance procedures, as well as with applicable Federal and State regulations.

10.6.2 Subrecipient shall inspect vehicles once per year, at minimum, to ensure vehicle meets Subaward safety guidelines.

10.6.2.1 Subrecipient shall keep record of all vehicle inspections and make records available to Subaward Manager, upon request.

10.6.2.2 If a vehicle does not pass inspection, Subrecipient will ensure vehicle is removed from service fleet until the vehicle has passed inspection.

10.7 Subrecipient shall deploy a comprehensive dispatch system. The required system shall possess each of the following elements:

10.7.1 A comprehensive and integrated dispatching software. This software shall include:

10.7.1.1 Take inputs (pick-up locations) and provide the optimal routes with schedules, based on available service vehicles.

10.7.1.2 Dynamically adjust with changes or new inputs.

10.7.1.3 The ability to dispatch service trips in advance and in real time.

10.7.2 Global Positioning Satellite receivers shall be installed in each Service vehicle. This is to provide real time location of the Service vehicle and shall be integrated and interfacing with the dispatching system in real-time.

10.8 Subrecipient shall provide monthly reports to County Program Manager which include but not limited to:

10.8.1 Client's Name

10.8.2 Date of Birth

10.8.3 Address

10.8.4 Supervisorial District

10.8.5 Number of one way trips

10.8.6 Types of trips

- 10.11 Subrecipient shall make provisions for maintaining vehicle accessibility features (e.g., ramps, lifts, etc.), service animals, service to persons with respirators or portable oxygen, announcements of stops on fixed route service, and any other requirements in 49 CFR Part 37, Subpart G.
- 10.12 In addition to what is described at Subsection 6.1.2.2, before operating a vehicle for program Services, Escort Driver shall:
- 10.12.1 Perform a daily pre-trip inspection before performing Program services to ensure the vehicle is inspected for compliance with safety requirements (e.g., proper tire inflation and tire wear; properly functioning headlamps, taillights, and turn-signal indicators; functional seat belts, windshield wipers, check fluid levels and leaks, functional vehicle safety features, etc.) and have a properly functioning communication device that can be used to communicate with Subrecipient's dispatch personnel.
 - 10.12.2 Inspect and verify daily that any vehicle used to provide services under this Subaward has:
 - 10.12.2.1 Current and valid registration and insurance;
 - 10.12.2.2 Fully functional heating and cooling ventilation systems;
 - 10.12.2.3 Fully functional and accessible seats for all passengers and Escort Driver;
 - 10.12.2.4 Fully functional doors and handles on all doors;
 - 10.12.2.5 Fully functional speedometer;
 - 10.12.2.6 Fully functional horn, headlamps and taillights, turn signals, and windshield wipers;
 - 10.12.2.7 Fully functional wheelchair lifts, locks, racks, and/or ramps, or other vehicle accessibility and safe travel features.
 - 10.12.2.8 Intact and fully functional rearview mirrors; and,
 - 10.12.2.9 Safe tires with adequate tread depth (i.e., tires are inflated according to the tire manufacturer's specifications, and that the tires in use meet the vehicle manufacturer's recommended type and inflation pressure levels; check for uneven tread wear and uneven wear between front and back tires; ensure there are no exposed steel belts or bulges on the side walls, etc.).
 - 10.12.4 Escort Driver shall maintain a daily log confirming vehicle inspection and shall not use any vehicle for Services that do not meet the requirements described herein.

- 10.13 Escort Driver shall not, at any time, travel with more passengers than vehicle may safely accommodate, and in no case shall Escort Driver travel with more than five (5) passengers in a single vehicle.
- 10.14 Escort Driver shall call 911 immediately if a Client is in need of medical services.
- 10.15 Escort Driver shall assist the Client to and from the vehicle and ensure the Client is properly secured in the vehicle (e.g., seat belts, wheel chair locks, etc.).
- 10.16 Escort Driver shall ensure that any children in the vehicle are seated in an approved child restraint seat or, for children that are no longer required to use a child restraint seat, are seated correctly in a rear-seat, away from a front-end airbag.
- 10.17 Escort Driver shall not accept gratuities, favors, gifts, or anything of monetary value from Clients.
- 10.18 Escort Driver shall wear a photo identification badge in accordance with the requirements of Appendix C (Sample Subaward) Paragraph 7.3 (Subrecipient's Staff Identification). At a minimum, the identification badge shall include the name of Subrecipient, name of the Escort Driver and the Subrecipient's CPUC permit, license or registration number.
- 10.19 In addition to the daily inspection vehicle log, described at Subsection 10.12.4, Escort Driver shall maintain a daily trip log, to account for all County approved trips. The daily trip log will be provided by the County, and will include, but is not limited to the following;
- 10.19.1 For trips originating at the Client's home, the noted time of the trip start will be at the moment before the Escort Driver exits the vehicle to assist the Client into the vehicle. The noted time of the trip end will be the moment the Escort Driver returns to the vehicle after having escorted the Client to the point of destination.
- 10.19.2 For trips originating away from the Client's home, the noted time of the trip start will be at the moment before the Escort Driver exits the vehicle to assist the Client into the vehicle. The noted time of the trip end will be the moment the Escort Driver returns to the vehicle after having escorted the Client to the door of the Client's home.
- 10.20 Escort Driver shall accommodate the storage and securement of Client's mobility aids and belongings as well as help to safely secure the Client in Client's seat at the Client's request.
- 10.21 If there are any changes to a trip, as approved by the County, Escort Driver shall document all changes(s) made to the original trip plan,

- 10.22 Prior to arrival of an Escort Driver to a Client, Subrecipient shall call the Client to confirm the trip details, in addition to confirming if the Client requires any special requirements (i.e., assistance with wheelchair, service animals, etc.).
- 10.23 If the Client cancels the appointment or is a “no show” cancellation, Subrecipient must document the cancellation in the Client’s file.
- 10.24 Escort Driver shall arrive at the Client’s location within five minutes of the scheduled arrival time.
- 10.25 Escort Driver arrival and departure times shall be communicated and verified by the Subrecipient’s Project Director or designee.
- 10.26 All scheduled changes are at the discretion of the Subrecipient’s Project Director or designee.
- 10.27 Subrecipient shall document schedule changes approved by the Project Director and the reason for the change in the Client’s file.
- 10.28 Escort Driver shall operate the vehicle safely at all times; obey all posted street and highway signs and all applicable requirements of the California Vehicle Code.
- 10.29 In addition to the Escort driver daily client log requirements, described at Subsection 10.19, Subrecipient shall maintain a record of all Escort Driver's daily logs confirming vehicle inspection and shall not permit the use of any vehicle for Services that does not meet the requirements herein in accordance with the record keeping requirements of this Subaward, as listed in Appendix C (Sample Subaward), Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 10.30 Subrecipient shall be solely responsible for all traffic violation related payments or legal proceedings, including any resultant fines, penalties or judgments, incurred related to Subrecipient's performance under this Subaward.
- 10.31 If scheduling trips, Subrecipient shall, to the extent possible, coordinate shared rides to a final destination or to locations along the route to the final destination.
- 10.32 Subrecipient will report every Program service-related accident, no matter how minor, even if there is no apparent damage or injury. Accidents shall be reported to County by telephone and in writing or email within twenty-four (24) hours of the occurrence. Subrecipient shall provide to County, if available, the police report, insurance appraisals, and claims. Subrecipient shall also maintain all records documenting every accident even if there is no apparent damage or injury, in accordance with the record keeping requirements of this Subaward, as listed in Appendix C (Sample Subaward), Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 10.33 The use of commercial vehicles requiring a Commercial Driver’s License may not be used unless approved by County. Subrecipients approved to use commercial vehicles will be required to follow all applicable federal, state and local laws and regulations.

- 10.34 Subrecipient shall be reimbursed by the Unit Rates agreed upon by the County and Subrecipient as stated in Appendix C (Sample Subaward) Exhibit C (Mandated Program Services).
- 10.35 Subrecipient must have written procedures to protect the confidentiality and privacy of all Client information collected in accordance with Title 22 CCR 7500(b).
- 10.36 Subrecipient shall have a minimum of three (3) years of experience within the past five (5) years providing transportation services within Los Angeles County to eligible Clients or services equivalent or substantially similar to those services described herein.
- 10.37 Subrecipient shall be required to provide Services to residents of Los Angeles County and unincorporated areas of Los Angeles County.
- 10.38 Subrecipient shall abide with American with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aid or services.
- 10.39 Subrecipient shall have by Subaward award all of the staffing requirements specified in Section 6.0.
- 10.40 Subrecipient shall have a cash reserve equal to the amount it would cost to operate the program for two months. Grant costs may not be included in cash reserves.
- 10.41 Subrecipient shall ensure all Escort Drivers have a U.S. Department of Justice background check covering the past five (5) years.
- 10.42 Subrecipient shall review the Escort Driver's performance annually, and make recommendations on the Escort Driver's continued employment. The annual review shall include:
 - 10.42.1 Comments and/or suggestions from Clients and County; and,
 - 10.42.2 Assurance that each Escort Driver maintains a good driving record, which is defined as having no more than one point, as established by the California Department of Motor Vehicles, in the preceding thirty-six (36) calendar-month period.
- 10.43 Subrecipient shall immediately remove Escort Drivers from performing Subaward Program services who have committed any acts as stated in Subsection 6.4.4, in addition to any and all violations reported through the DMV's Employer Pull Notice (EPN) Program.

- 10.44 Subrecipient shall ensure any vehicle that is not road-worthy or safe to operate will immediately be removed from Service duties until repaired and certified for return to service.
- 10.45 In addition to what is described at Subsection 10.43 and herein, Subrecipient shall ensure that any Escort Driver that does not possess a valid California Driver's License or is accused of operating a vehicle while under the influence of any drug or alcohol is immediately removed from Service duties pending restoration, or in the case of an unlicensed driver, receipt, of their Driver's License. In any instance where an Escort Driver is accused of operating a vehicle while under the influence or driving without a valid state driver's license, the Escort Driver shall not be allowed to perform services under this Subaward until the matter is dismissed or adjudicated, and the result of any adjudication is an acquittal.
- 10.46 Subrecipient shall ensure that appropriate staff is available to respond to Clients, referral sources, and County during Subrecipient's hours of operation.
- 10.47 Subrecipient 's site(s) shall have a telephone answering machine or voice mail system in place during non-business hours.
- 10.47.1 Subrecipient shall respond to all phone calls and phone messages within twenty-four (24) hours of receiving the phone call or message.
- 10.48 Subrecipient shall not utilize or hire Escort Drivers if they have a record of any of the following: Driving under the influence of drugs or alcohol; Reckless driving/driving to endanger; Leaving the scene of an accident; Driving without a license; Driving with a suspended license; Repeated moving violations or accidents, no more than one point or accident in the preceding thirty-six (36) calendar-month period; Driving without required Insurance coverage; and, Driving an unregistered vehicle.
- 10.49 Subrecipient shall ensure all Escort Drivers performing Program services described in this Statement of Work are trained in basic vehicle maintenance, traffic safety, customer service, all at the cost of the Subrecipient.

11.0 GREEN INITIATIVES

- 11.1 Subrecipient shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Subrecipient shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 11.3 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills and increase the use and availability of environmentally preferable products that protect the environment.

- 11.4 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.
- 11.5 Subrecipient shall notify County Program Manager in writing of Subrecipient's new green initiative prior to the commencement of Subaward.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All listings of Program services used in the Performance Requirements Summary (PRS) chart (see Appendix C (Sample Subaward) Exhibit W, Performance Requirements Summary (PRS) Chart and Appendix B (Statement of Work Exhibits) Exhibit 2, Performance Requirements Summary (PRS) Chart) are intended to be completely consistent with the Subaward and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in the Subaward and the SOW. In any case of apparent inconsistency between services as stated in the Subaward and the SOW and this PRS, the meaning apparent in the Subaward and the SOW will prevail.
- 12.2 If after requested to review by Subrecipient, County determines any Service to be created in the PRS which is not clearly and forthrightly set forth in Appendix C (Sample Subaward) and this SOW, that apparent Service will be null and void and place no requirement on Subrecipient.
- 12.3 Subrecipient performance will be reviewed by County on a quarterly basis at a minimum:
 - 12.3.1 A 3/6/9 month review of each Program Year of the Subaward, if Subrecipient is not satisfactorily progressing, technical assistance will be provided and a Corrective Action Plan requested.
 - 12.3.2 Subrecipient acknowledges that any Subrecipient deficiencies that County determines are severe or continuing which may place the performance of this Subaward and any amendments hereto in jeopardy if not corrected, may be reported to the County's databases that track/monitor performance history, as further defined in Appendix C (Sample Subaward), Subparagraph 4.3
 - 12.3.2.1 Any such report as referenced above shall include improvement/corrective action measures taken by County and Subrecipient.
 - 12.3.2.1.1 Notwithstanding the performance requirements and corrective steps specified above, if improvement does not occur consistently with the corrective action measures, County may terminate this Subaward with Subrecipient, and/or any amendments in whole or in part, or take other action as specified in the Subaward.

12.3.2.2 Subrecipient acknowledges that satisfactory performance under this Subaward does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies solely with County.