

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

401



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
06/28/2013

**SUBJECT:** Acceptance of a Grant Award from the Riverside County Transportation Commission, Measure A Specialized Transit and the Federally funded New Freedom Grant. Acceptance of the grant will implement, staff, and manage the Riverside County Regional Medical Center (RCRMC) Transportation Department in continuing non-emergency, Door to Door services to the elderly, disabled and truly needy, as well as provide public transportation services to overcome existing barriers facing Americans with disabilities seeking integration into the workforce and full participation into society.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Authorize the Chairperson to accept, on behalf of the Board a \$670,040 Grant award from The Riverside County Transportation Commission.
- 2) Approve and direct the Auditor-Controller to make the budget adjustments on the attached schedule A.

**BACKGROUND:** The Riverside County Transportation Commission released a Request for Proposal (RFP) for organizations in Western Riverside County and the Coachella Valley to submit projects that would serve seniors, persons with disabilities and/or the truly needy, as well as provide public transportation services in the low desert to overcome existing barriers facing Americans with disabilities.

(Continued on Page 2)

*Douglas D. Bagley*  
\_\_\_\_\_  
Douglas D. Bagley, Hospital Director

|                       |                               |            |                         |               |
|-----------------------|-------------------------------|------------|-------------------------|---------------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 670,040 | In Current Year Budget: | NO            |
|                       | Current F.Y. Net County Cost: | \$ 0       | Budget Adjustment:      | YES           |
|                       | Annual Net County Cost:       | \$ 0       | For Fiscal Year:        | 13/14 & 14/15 |

|  |                                  |          |
|--|----------------------------------|----------|
| <b>SOURCE OF FUNDS: RCTC New Freedom Grant</b> | Positions To Be Deleted Per A-30 | <b>X</b> |
|  | Requires 4/5 Vote                | <b>X</b> |

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 PAUL ANGIULO, CPA, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 7/24/13  
 SAMUEL WONG  
 DATE DEPARTMENTAL  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kirnis* 7/13  
 NEAL R. KIRNIS

Policy  
 Policy  
 Consent  
 Consent  
 Dept's Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:** \_\_\_\_\_ **District:** All **Agenda Number:** \_\_\_\_\_

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-74

**SUBJECT: Acceptance of RCTC – New Freedom Grant**

**BACKGROUND (Continued):**

RCRMC submitted a Grant application proposing to expand RCRMC's transportation services to include door-to-door, non-emergency medical transportation to clinic appointments, dialysis appointments and medication pick-up, service the core group as identified in the RFP.

As part of the grant RCRMC must match at least 66% of the direct operating expenses, including salaries. Capital Equipment funding is not necessary as RCRMC will utilize vehicles being leased from Fleet Services. The lease of the vehicles will count toward the matching percentage.

The Grant will allow for funding during a twenty-four (24) month period, as follows:

|                               |                  |
|-------------------------------|------------------|
| Fiscal Year 2013/2014:        | \$326,865        |
| <u>Fiscal Year 2014/2015:</u> | <u>\$343,175</u> |
| Total Grant Amount:           | \$670,040        |

**Schedule "A"**  
**FY 2013-2014**

**Increase Estimated Revenue:**

|       |                   |        |                 |                |
|-------|-------------------|--------|-----------------|----------------|
| 40050 | <b>4300100000</b> | 767280 | Federal Revenue | 326,865        |
|       |                   |        |                 | <hr/>          |
|       |                   |        |                 | <b>326,865</b> |

**Increase Appropriations:**

|       |                   |        |                  |                |
|-------|-------------------|--------|------------------|----------------|
| 40050 | <b>4300100000</b> | 510040 | Regular Salaries | 246,408        |
| 40050 | <b>4300100000</b> | 528920 | Car Pool         | 77,063         |
| 40050 | <b>4300100000</b> | 523700 | Office Supplies  | 560            |
| 40050 | <b>4300100000</b> | 526420 | Advertising      | 660            |
| 40050 | <b>4300100000</b> | 520320 | Telephone        | 2,174          |
|       |                   |        |                  | <hr/>          |
|       |                   |        |                  | <b>326,865</b> |

**Riverside County Transportation Commission  
Section 5317 New Freedom Specialized Transit Program  
Western Riverside County Measure A Specialized Transit Program  
FY 2013/14 and FY 2014/15**

**THREE PARTY SUBRECIPIENT AGREEMENT FOR RIVERSIDE COUNTY  
REGIONAL MEDICAL CENTER**

1. Parties and Date. This Agreement is made and entered into as of July 1, 2013, by and amongst the Riverside County Transportation Commission, hereinafter referred to as "RCTC," Riverside Transit Agency, hereinafter referred to as "Recipient," and Riverside County Regional Medical Center hereinafter referred to as "Subrecipient." The term of this Agreement shall not commence until the Effective Date, as set forth below.

2. Recitals.

2.1 On August 10, 2005, the President of the United States of America signed into law the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). (Pub.L. 109-059) SAFETEA-LU changed the Job Access and Reverse Commute (JARC) program from a discretionary to formula grant program as set forth in 49 USC Section 5316 and created a new formula program known as the New Freedom (NF) program as set forth in 49 USC Section 5317; and

2.2 On July 6, 2012, the President of the United States signed into law P.L. 112-141, the Moving Ahead for Progress in the 21st Century Act (MAP-21). MAP-21 took effect on October 1, 2012. MAP-21 makes certain changes to the JARC and NF programs described above, however, because funding under this Agreement was programmed in FY 2011/12, it falls under SAFETEA-LU.

2.3 In 1988 the voters of Riverside County approved Measure A, imposing a one-half (1/2) percent sales tax within Riverside County to fund transportation programs and improvements.

2.4 In 2002 the voters of Riverside County approved a thirty (30) year extension of the one-half (1/2) percent Measure A sales tax within Riverside County for the continued funding of transportation programs and improvements.

2.5 Within Riverside County, RCTC is responsible for directing the allocation of JARC and NF funding from the Southern California Association of Governments (SCAG) for the urbanized areas of Riverside County in conjunction with the two public transit operators within the county, Riverside Transit Agency and SunLine Transit Agency, which are authorized recipients of Federal funds; and

2.6 On November 15, 2012, RCTC released an open, public Call For Projects to solicit funding proposals from qualified government bodies and agencies, private and public transportation operators and non-profit organizations; and

2.7 Subrecipient prepared a grant application, attached hereto as Exhibit "A", to provide transportation services (the "Proposal") in accordance with RCTC's Call For Projects; and

2.8 The Proposal submitted by Subrecipient describes certain priority projects which RCTC has determined merit funding.

2.9 Funding for the Project shall be provided to Subrecipient pursuant to the terms contained in this Agreement in the form of Measure A funds, JARC funds and/or NF funds, as further specified herein; and

2.10 Recipient is the agency designated to receive the allocation of JARC and/or NF funding from SCAG for the purpose of funding the Project, as that term is defined below; and

2.11 Recipient shall utilize the funding allocated by SCAG solely for the purpose of providing funds to Subrecipient for the Project.

### 3. Terms.

#### 3.1 Use of Funds; Term of Agreement.

##### A. Definitions.

1. Recipient – A public agency authorized to receive disbursements of federal funds under the JARC and/or NF program to be used for the Project, as defined below.

2. Subrecipient – A government body, agency, private or public transportation operator or a duly constituted non-profit organization incorporated in the State of California that has submitted a successful proposal for transportation program(s) to be funded by JARC funds, NF funds, and/or Measure A funds.

3. Project – The program proposed by Subrecipient as described herein and in the Proposal attached hereto as Exhibit "A", which has been reviewed and approved by RCTC.

4. Effective Date – July 1, 2013.

5. Funding Years – As used in this Agreement, “Year 1” shall refer to the period from 7/1/2013 through 6/30/2014; and “Year 2” shall refer to the period from 7/1/2014 through 6/30/2015.

6. Days - As used in this Agreement, “days” shall be calendar days.

B. General Scope of Grant. Subrecipient shall use the funds provided pursuant to this Agreement exclusively to implement, staff, manage, and operate the Project in accordance with the terms of this Agreement and the attached Exhibit “A”. Subrecipient shall be solely responsible for implementing, staffing, managing and operating the Project in the manner described herein. The funds provided pursuant to Section 5 and Exhibit “C” of this Agreement are specifically for the Project and make up the entire amount which RCTC has authorized Recipient to allocate for the Project and/or which RCTC has allocated for the Project from Measure A funds. Any subsequent amendments to the Project scope or description or additional services to be provided are not covered by this Agreement, and the funding for any such amendments or additional services shall be the sole responsibility of Subrecipient, unless such amendments or additional services are approved in writing by RCTC prior to the provision of such amendments or additional services.

C. Approval by RCTC; Responsibility of Recipient and/or Subrecipient for Project Compliance with Federal Rules and Regulations. Any use of funds granted pursuant to this Agreement shall be subject to the review and approval of RCTC. Notwithstanding any approval by RCTC of the Project or the use of funds, Recipient and/or Subrecipient shall be responsible and liable for compliance with all federal rules and regulations applicable to the JARC and/or NF funds. Approval by RCTC of the Project does not evidence any opinion of or representation by RCTC of the Project’s compliance with applicable federal rules and regulations regarding the use of the JARC and/or NF funds. If the Federal Transit Administration (“FTA”) determines that any JARC and/or NF funds were not spent in accordance with applicable federal rules and regulations, Recipient and/or Subrecipient shall be responsible for reimbursement of all such improperly expended funds and shall make such reimbursement in the manner specified in this Agreement.

D. Funding Reimbursement.

1. If it is determined pursuant to a Project audit that any funds granted pursuant to this Agreement have been improperly expended by Subrecipient, Subrecipient shall, at the direction of RCTC, reimburse within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed to the agency identified by RCTC with a notice to RCTC that the reimbursement was accomplished.

2. If it is determined pursuant to an audit that any funds granted pursuant to this Agreement have been improperly expended by Recipient, Recipient shall, at the direction of RCTC, reimburse within thirty (30) days the full amount of such

improperly expended funds. The funds shall be reimbursed to the agency identified by RCTC with a notice to RCTC that the reimbursement was accomplished.

E. Term. The term of this Agreement shall commence on the Effective Date and shall continue for two (2) consecutive twelve (12) month periods, unless terminated at an earlier date as provided herein.

F. Term Contingent on Funding. Notwithstanding the term as defined in subsection E above, the continuation of this Agreement into a second or subsequent year shall be contingent upon the appropriation of funds to the Project, and on the action of RCTC and Recipient.

G. Expenditure of Funds Beyond Fiscal Year. If there are remaining unspent funds granted by SCAG for the Project, with the approval of RCTC, in the account of Recipient or Subrecipient at the end of the term of this Agreement, Subrecipient may apply in writing to the Executive Director of RCTC for authorization to spend the remaining funds in the next fiscal year, provided that the remaining funds shall be spent exclusively on the Project. Subrecipient shall be entitled to make the same request for any unspent Measure A funds allocated for the Project, subject to the requirement that such funds be spent exclusively on the Project. Such request may be approved or denied at the sole discretion of the Executive Director of RCTC.

### 3.2 Responsibilities of Subrecipient.

A. Indemnification. Subrecipient shall defend, indemnify and hold RCTC, Recipient and their directors, officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Subrecipient or any of its agents, employees, volunteers, or service providers arising out of or in connection with Subrecipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Subrecipient shall defend, at its own expense, including the payment of attorneys' fees, RCTC and/or Recipient and their officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct. Subrecipient shall reimburse RCTC and/or Recipient and their directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

#### B. Standard of Care; Performance Standards.

1. Subrecipient shall implement the Project in a skillful and competent manner and in accordance with all applicable local, state, and federal laws, rules and regulations. Subrecipient shall be responsible to RCTC and Recipient for any errors or omissions in its execution of this Agreement and the implementation of the Project.

2. Subrecipient shall meet or exceed the following performance standards for the Project.

a. Adhere to the timeline set forth in this Agreement or as subsequently directed by RCTC or Recipient.

b. Expend the financial contributions specified herein entirely on the Project.

c. Implement the Project in a manner consistent with Exhibit "A" and all provisions of this Agreement.

d. Subrecipient shall provide Project reporting to Recipient in a manner consistent with and meeting the reporting requirements specified in Exhibit "D" of this Agreement, attached hereto and incorporated herein by reference.

e. Comply with any requirements and restrictions imposed by the authorizing language in SAFETEA-LU, the Federal Transit Administration, and/or RCTC on the use of the specified financial contributions provided for the Project.

C. Insurance. Subrecipient shall obtain and require its subcontractors or sub-consultants to obtain insurance of the types and in the amounts described below and satisfactory to RCTC and Recipient.

1. Commercial General Liability Insurance. Subrecipient shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Such insurance shall be primary and non-contributory and shall:

a. Name RCTC, Recipient and their officials, officers, employees, agents, and consultants, as insureds with respect to performance of this Agreement. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

b. Be primary with respect to any insurance or self-insurance programs covering RCTC, Recipient and their directors, officials, officers, employees, agents, and consultants.

c. Contain standard separation of insureds provisions.

2. Business Automobile Liability Insurance. If Subrecipient hires or owns any vehicle during the term of this Agreement, Subrecipient shall maintain



business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3. Workers' Compensation Insurance. If Subrecipient hires one or more employees during the term of this Agreement, Subrecipient and/or Recipient shall maintain workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.

4. Certificates/Insurer Rating/Cancellation Notice.

a. Subrecipient shall, prior to receiving any funding under this Agreement, furnish to RCTC and Recipient properly executed certificates of insurance, certified copies of endorsements, and policies, if requested by RCTC or Recipient, which shall clearly evidence all insurance required in this Section. Subrecipient shall not allow such insurance to be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to RCTC and Recipient.

b. Subrecipient shall maintain such insurance during the entire term of this Agreement.

c. Subrecipient shall place insurance with insurers having an A.M. Best Company rating of no less than A:VII (unless approved in writing by RCTC) and licensed to do business in California.

d. Any deductibles or self-insured retentions must be declared to and approved by RCTC. If RCTC does not approve the deductibles or self-insured retentions as presented, Subrecipient shall guarantee that, at the option of RCTC, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects RCTC, Recipient and their directors, officials, officers, employees and agents; or (2) Subrecipient shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative defense expenses.

D. Tax Exempt Status. If Subrecipient is receiving funding as a duly constituted non-profit organization incorporated in or licensed to conduct business in the State of California, Subrecipient shall maintain its Federal and State tax exempt status throughout the term of this Agreement. If applicable, proof of such status shall be furnished to RCTC upon request.

E. Obligation to Provide Match Funding.

1. Subrecipient must provide funding (or equivalent in-kind services) at least equal to the amounts shown in Exhibit "C", Funding by Source, attached hereto and incorporated by reference, as a match to the funds provided for the Project.

2. Before RCTC or Recipient shall disburse any portion of the funds to be provided for the Project, Subrecipient must certify by signing Exhibit "B", attached hereto and incorporated by reference, that it has obtained or will obtain the amount which it agrees to provide in match funding for the applicable Funding Year.

3. In addition to requiring the submission of the certification form attached hereto as Exhibit "B," RCTC and Recipient also have the right to conduct an audit of Subrecipient's records at any time during the period of this Agreement, upon forty-eight (48) hours' advance notice. RCTC reserves the right to require Subrecipient to return any portion or all of the funds provided under this Agreement, in the event that RCTC discovers through audit or other means that Subrecipient has failed to meet the requirements of match funding provided in this Agreement.

4. The approved in-kind contributions or equivalent services to be provided by Subrecipient, if any, are described in Exhibit "A". No services or in-kind contributions, other than those set forth in Exhibit "A", shall be counted towards Subrecipient's share of match funding unless a written description of proposed substitute in-kind contributions or services is submitted to RCTC for review, and approved in writing by RCTC as qualifying in-kind contributions or equivalent services.

4. Responsibilities of Recipient Regarding Federal Funding. Recipient shall have the following responsibilities related to the federal funding source(s):

4.1 FTA TEAM Grant Reporting. Recipient shall create and manage the necessary Project records, reports and financial accounts in the TEAM system to permit disbursement of allocated funds to Subrecipient for the performance of the Project.

4.2 Collection and Disbursement of Funds. Recipient shall collect the allocated federal funds from SCAG and disburse the quarterly amounts to Subrecipient as specified herein.

4.3 Reporting. Recipient shall ensure that federal reporting requirements are met and shall coordinate with RCTC to remedy any Subrecipient delinquencies.

4.4 Compliance with Federal Rules and Regulations.

A. Recipient shall also achieve and maintain full compliance with all Federal requirements applicable to Recipient, as a recipient of JARC and NF funds, and Recipient's organization. These requirements are incorporated by reference as though fully set forth herein. It is the responsibility of Recipient to be familiar with and to be in full compliance with all such applicable federal requirements.

B. In the event of any failure or alleged failure to comply with Federal requirements on the part of Recipient, Recipient shall be solely responsible for any penalties, reimbursement of funds, costs of investigation and remedy of such failures.

4.5 Indemnification. Recipient shall defend, indemnify and hold RCTC, its officials, officers, employees, agents and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Recipient or any of its agents, employees, volunteers, or service providers arising out of or in connection with Recipient's performance of this Agreement, including, without limitation, the payment of consequential damages and attorneys' fees. Further, Recipient shall defend, at its own expense, including the payment of attorneys' fees, RCTC, its officials, officers, employees, and agents in any legal action based upon such acts, omissions or willful misconduct. Recipient shall reimburse RCTC and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

5. RCTC and Recipient Responsibilities Regarding Funds.

5.1 Disbursement of Funds.

A. RCTC shall coordinate with SCAG and Recipient in the authorization and the disbursement of JARC and/or NF funds in amounts up to those shown in Exhibit "C", Funding by Source, to Subrecipient for the Project.

B. RCTC shall disburse Measure A funds in the amounts shown in Exhibit "C", Funding by Source, to Subrecipient for the Project.

5.2. RCTC shall disburse Measure A funds described in Exhibit "C", if any, as follows:

A. RCTC shall disburse funds monthly in arrears within thirty (30) days of Subrecipient's submission and RCTC approval of required Monthly Project Invoice, in a form satisfactory to RCTC, and reporting as specified herein.

B. Recipient shall disburse Federal JARC and New Freedom funds, if any, monthly in arrears within thirty (30) days of Subrecipient's submission and Recipient approval of required Monthly Project Invoice, in a form satisfactory to RCTC, and reporting as specified herein.

6. Accounting Records.

6.1. Retention of Records. Recipient and Subrecipient shall each maintain complete and accurate records with respect to costs incurred and other records generated under this Agreement. All such records shall be clearly identifiable. Recipient and Subrecipient, respectively, shall allow representatives of RCTC, the Federal Transportation Administration, Recipient and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Recipient and Subrecipient, respectively, shall maintain all work, data, documents,

proceedings, and activities related to the Agreement for a period of three (3) years from the expiration of this Agreement and shall allow inspection hereunder during such time.

6.2. Accounting of Funds by Subrecipient. When requested by RCTC or Recipient, Subrecipient shall within ten (10) days provide RCTC and/or Recipient with a full reporting and accounting of all funds received pursuant to this Agreement during its term.

6.3. Accounting of Funds by Recipient. When requested by RCTC, Subrecipient shall within ten (10) days provide RCTC with a full reporting and accounting of all funds received pursuant to this Agreement during its term.

## 7. Project Reports.

7.1. Monthly Reporting: Within ten (10) working days following the close of each month during the term of this Agreement, Subrecipient shall prepare and submit to RCTC a written report detailing the financial and operating performance of the Project including a Financial Status Report and Milestone Progress Report as required by the FTA TEAM system. The initial format and content of these reports as specified by RCTC are contained herein as Exhibit "D", Reporting Requirements. The format and content of these reports is subject to change by RCTC from time to time upon written notice to Subrecipient.

7.2. Quarterly Reporting: Within ten (10) working days following the close of each quarter during the term of this Agreement, Subrecipient shall prepare and submit to RCTC and Recipient a written report detailing the financial and operating performance of the Project including a Financial Status Report and Milestone Progress Report as required by the FTA. The initial format and content of these reports as specified by the FTA are contained herein as part of Exhibit "D", Reporting Requirements. The format and content of these reports is subject to change by the FTA, Caltrans, RCTC or Recipient from time to time upon written notice to Subrecipient.

7.3. Year-End Reporting: No later than fifteen (15) days following the close of each funding year, Subrecipient shall ensure that complete and accurate reports have been filed with RCTC and Recipient detailing the financial and operating performance of the Project for the prior year.

7.4. Responsibility for FTA Reporting: The responsibility for reporting associated with funding from the Federal Transit Administration shall be exclusively that of the Recipient and Subrecipient and in no manner the responsibility of RCTC.

## 8. Annual Audit.

8.1. RCTC shall notify Recipient and/or Subrecipient in writing, by the end of the fiscal year, if Recipient and/or Subrecipient is required to conduct an annual financial audit of records pertaining to this Agreement or the Project. If an audit is

required, it shall be completed and submitted to RCTC by December 31<sup>st</sup> of the following fiscal year ("Audit Deadline"). In order to ensure compliance with the Audit Deadline, Recipient and/or Subrecipient, as applicable, shall respond promptly to the auditor's requests for documentation and records.

8.2. RCTC may, in its sole and absolute discretion, grant an extension of the Audit Deadline upon written request of Recipient and/or Subrecipient, as applicable, which request shall include an explanation for the delay. No extension of the Audit Deadline shall exceed ninety (90) days.

8.3. Recipient and/or Subrecipient, as applicable, shall promptly resolve all audit matters to the satisfaction of RCTC.

8.4. If Recipient and/or Subrecipient, as applicable, fails to complete the audit by the Audit Deadline or by the date of any authorized extension, or if Recipient and/or Subrecipient, as applicable, fails to promptly resolve all audit matters to the satisfaction of RCTC, funding under this Agreement shall be suspended and RCTC shall have the right to withhold any and all future payments to Subrecipient, to direct Recipient to withhold any and all future payments to Subrecipient, and/or to direct SCAG to withhold any and all future payments to Recipient.

## 9. General Provisions.

### 9.1 Subrecipient Compliance with Federal Procurement and Other Federal Requirements.

A. In addition to the terms specified herein, Subrecipient shall also achieve and maintain full compliance with all Federal contracting and procurement requirements applicable to the Project and Subrecipient's organization. These requirements are incorporated by reference as though fully set forth herein. It is the responsibility of Subrecipient to be familiar with and to be in full compliance with all applicable federal requirements. An extract of these requirements appears in Exhibit "E" to this Agreement.

B. In the event of any failure or alleged failure to comply with Federal contracting and procurement requirements on the part of Subrecipient, Subrecipient shall be solely responsible for any penalties, reimbursement of funds, costs of investigation and remedy of such failures.

### 9.2 Termination of Agreement.

A. RCTC may, by written notice to Subrecipient and Recipient, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Subrecipient and Recipient of such termination, and specifying the effective date thereof. Neither Subrecipient nor Recipient may terminate this Agreement except for cause. Upon receipt of notice of termination, Subrecipient shall

immediately cease expenditure of funds conveyed pursuant to this Agreement and promptly return all unexpended funds to RCTC or as RCTC may direct.

B. In the event this Agreement is terminated in whole or in part as provided in subsection A of this Section, RCTC may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided in subsection A of this Section, RCTC may require Subrecipient to provide to RCTC all finished or unfinished documents, including but not exclusive to, data, studies, drawings, and reports, prepared by Subrecipient in connection with the performance of this Agreement.

9.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**To RCTC:** Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
P. O. Box 12008  
Riverside, California 92502-2208  
Attn: Anne Mayer, Executive Director  
amayer@rctc.org

**To Recipient:** Riverside Transit Agency  
1825 Third Street  
Attn: Larry Rubio, Chief Executive Officer  
lrubio@riversidetransit.com

**To Subrecipient:** Riverside County Regional Medical Center  
26520 Cactus Avenue  
Attn: Chairman  
Email address: \_\_\_\_\_

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to the party at its applicable address. Notice may also be provided via electronic mail and shall be deemed made the date sent, provided that any notice sent via electronic mail shall also be sent by U.S. mail, per the requirements set forth in the foregoing sentence, within twenty-four (24) hours of the notice via electronic mail. Notice sent via electronic mail that is not followed by notice sent via U.S. mail, as required in this paragraph, shall not be considered notice for purposes of this Agreement.

9.4 Attorneys' Fees. If any one or more of the parties commences an action against the other(s) arising out of or in connection with this Agreement, the prevailing

party(ies) in such litigation shall be entitled to have and recover from the losing party(ies) reasonable attorneys' fees and costs of suits.

9.5 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in writing and signed by all three parties.

9.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

9.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

9.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by any party hereunder without the prior written consent of RCTC.

9.9 Administration.

A. RCTC's Executive Director, or his or her designee, shall administer this contract on behalf of RCTC.

B. Recipient hereby designates \_\_\_\_\_(Title), or his or her designee, to act as its representative to administer this contract on behalf of recipient ("Recipient's Representative"). Recipient's Representative shall have full authority to represent and act on behalf of Recipient for all purposes under this contract.

C. Subrecipient hereby designates \_\_\_\_\_(Title), or his or her designee, to act as its representative to administer this contract on behalf of Subrecipient ("Subrecipient's Representative"). Subrecipient's Representative shall have full authority to represent and act on behalf of Subrecipient for all purposes under this contract.

10. Subcontracting.

10.1 Subrecipient shall not subcontract any portion of the work required by this Agreement without prior written approval of RCTC.

10.2 Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

11. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

12. Incorporation of Exhibits. This Agreement contains five (5) exhibits, Exhibits A through E, which are attached hereto and incorporated into this Agreement by reference.

**[Signatures on following page]**



**SIGNATURE PAGE  
TO  
THREE PARTY SUBRECIPIENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**RCTC:  
RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**RECIPIENT:  
RIVERSIDE TRANSIT AGENCY**

By: \_\_\_\_\_  
Karen S. Spiegel, Chair

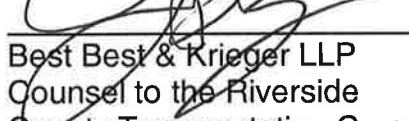
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By:   
Best Best & Krieger LLP  
Counsel to the Riverside  
County Transportation Commission

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

Title: \_\_\_\_\_

**SUBRECIPIENT:  
RIVERSIDE COUNTY REGIONAL  
MEDICAL CENTER**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

FORM APPROVED COUNTY COUNSEL  
By:  \_\_\_\_\_  
NEAL R. KIPNIS DATE

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**SUBRECIPIENT'S GRANT APPLICATION**  
**["PROPOSAL"]**



**2013 Specialized Transportation  
Universal Call for Projects**

**APPLICATION FORM**

- 1. FTA Section 5316 Job Access & Reverse Commute Program [JARC]**
- 2. FTA Section 5317 New Freedom Program [NF]**
- 3. Western Riverside Specialized Transportation Program [Measure A]**

For Use by Agencies and Organizations  
in the Urbanized Areas of Riverside  
County

Project Name **RCRMC Medical Transport Program**

Agency (Applicant) Name **Riverside County Regional Medical Center [RCRMC]**

Address **26520 Cactus Ave**

City **Moreno Valley, Ca**  Western Riverside  
Zip **92555**  Coachella Valley

Contact Person **Leroy (Joe) Phillips**

Phone **(951) 486-4380**

Fax **(951) 486-4300**

E-Mail Address  
**lerphill@co.riverside.ca.us**

Other Partner Agencies on This Grant Proposal

| <b>I. AGENCY PROFILE – PROJECT SUMMARY</b>   |                  |                            |
|--|------------------|----------------------------|
| <b>A. Applicant/Lead Agency Information:</b>   |                  |                            |
| Legal Name: Riverside County Regional Medical Center (RCRMC)   |                  |                            |
| Address: 26520 Cactus Ave  |                  |                            |
| City/State/Zip: Moreno Valley, Ca 92555  |                  |                            |
| Contact Person: (Staff that handles day-to-day activities of the grant program)<br>Leroy (Joe) Phillips  |                  |                            |
| E-mail: lerphill@co.riverside.ca.us  |                  |                            |
| Phone: (951) 486-4380  |                  | Fax Number: (951) 486-4380 |
| <b>B. Project Title:</b>   |                  |                            |
| RCRMC Medical Transport Program  |                  |                            |
| <b>C. Project Area To Be Served:</b>   |                  |                            |
| <input checked="" type="checkbox"/> Western Riverside <input type="checkbox"/> Coachella Valley  |                  |                            |
| <b>D. Project Type (check ALL that apply to THIS project):</b>   |                  |                            |
| <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> Other (Measure A Applicants Only) <input type="checkbox"/> Mobility Management |                  |                            |
| <b>E. Target Population Information (unique persons - count each individual <u>only once</u> to represent the number of individuals your program is likely to serve annually):</b>     |                  |                            |
|  | <b>Year 1</b>    | <b>Year 2</b>              |
| a. Number of seniors:  | 2,700            | 2,750                      |
| b. Number of persons with disabilities:  | 1,000            | 1,000                      |
| c. Number of eligible low-income persons:  | 6,000            | 6,250                      |
| d. Number of other persons, not included above. Description:   |                  |                            |
| <i>Of the above (a-d), how many unique persons are military service personnel or veterans?</i>   | 1,150            | 1,188                      |
| <b>F. Total number of one-way passenger trips:</b>   | 9,700            | 10,000                     |
|  | <b>Year 1</b>    | <b>Year 2</b>              |
| <b>G. Funding Request:</b>   |                  |                            |
| Amount of JARC Operations Request  | \$               | \$                         |
| Amount of JARC Capital Request   | \$               | \$                         |
| Amount of NF Operations Request  | \$               | \$                         |
| Amount of NF Capital Request   | \$               | \$                         |
| Amount of Measure A Operation Request  | \$326,866        | \$343,176                  |
| Amount of Measure A Capital Request  | \$               | \$                         |
| Amount of Measure A Other Request  | \$               | \$                         |
| Total Local Match for Project (funding that is <u>not</u> JARC, New Freedom, nor Measure A)  | \$168,385        | \$176,788                  |
| <b>PROJECT TOTAL (Grant + Match)</b>   | <b>\$495,251</b> | <b>\$519,963</b>           |

## II. ORGANIZATIONAL CAPABILITIES

A. Briefly describe your agency's purpose and services. Supporting documentation must be attached (e.g., agency brochure and any other explanatory information considered important by the applicant). This section should include at least the following agency details:

1. Years of operation
2. Agency Mission
3. Description of agency and available programs
4. Size of agency:
  - # of total employees and # of employees working on this project
  - # of total vehicles available for transportation and # of vehicles available for this project
  - Description of agency facilities including physical size
5. How does proposed service fit within the mission of the agency
6. Administration capabilities
  - Excel proficiency
  - Project staff member resumes

Riverside County Regional Medical Center (RCRMC), formerly Riverside General Hospital (RGH), has been in operation since 1893, but relocated in March 1998 into a new modern, seismically compliant building. The mission is "to provide superior health care to Riverside County residents with a special focus on individuals and populations in need," while its vision is "to benefit all residents of Riverside County by serving as an academically affiliated primary, secondary, and tertiary level health care center, with a tradition of superior quality and service." (See Attachment I – Agency Brochure) The hospital is licensed for a total of 439 beds, of which 362 are licensed for medical acute-care, and 77 are licensed for psychiatric care. RCRMC has 12 operating rooms, a helipad located directly adjacent to the Trauma Center, and state-of-the-art digital radiology services that includes Magnetic Resonance Imaging (MRI) and Computerized Tomography (CT) and all single bed rooms. There are also adult, pediatric and neonatal intensive care units, a birthing center, complete pulmonary services including hyperbaric oxygen treatments, and over 70 primary and specialty care outpatient clinics. In 2011 the Hospital Foundation donated a mobile health vehicle to RCRMC. This mobile health program increases access to primary care services for individuals and families in need throughout Riverside County underserved and underdeveloped areas. The mobile clinic team, which is supervised by a physician, includes a nurse practitioner, licensed vocational nurse, pharmacist, and support staff that includes a transportation driver.

RCRMC is one of the largest employers in Riverside County, employing more than 2,400 employees, of these, 35 employees are employed within RCRMC's Transportation Department. The Transportation Department is comprised of the following positions: Transportation Coordinator (1), Senior Medical Transportation Technician (2), Office Assistant (3), Medical Transportation Technician (19), and Messenger (5). Of the 35 Transportation employees, 12 are currently assigned to the Measure A program. There are currently 19 vehicles available for transportation, of which 9 vehicles are used for the Measure A program. RCRMC is a 520,000 square foot state-of-the art tertiary care and Level II adult and pediatric Trauma center.

The proposed service under the Measure A grant fits within the mission of RCRMC since it is the hospital's mission to provide superior health care to Riverside County residents with a special focus on individuals and populations in need, of which the senior, persons with disabilities, and the truly needy/low income population are normally considered in "greater" need as it relates to access and availability to healthcare services. (See RCRMC mission statement and vision statement in Attachment I – Agency Brochure)

RCRMC's capabilities to administer the Measure A program are extensive and far reaching given the vast resources not only available within the medical center itself, but also the vast resources available throughout the other County Departments within the County of Riverside. The Hospital Administration is responsible for the total oversight of the Transportation Department. The current Transportation Manager/Coordinator has been in place during the prior two Grant calls. His Office Assistants are certified in Excel and Microsoft Word, and the County of Riverside's DOT/DMV Compliance Officer has 17 years of transportation safety and regulatory experience. Resumes and job descriptions of all of the key Grant compliance individuals are attached. (See Attachment II - Resumes)

- B. Please describe the target population groups that the proposed project will serve (seniors, persons with disabilities, low-income, or others) and how the persons to be served are determined eligible for your program. Also indicate what percent of total passenger trips or units of service to be provided will be attributed to a given population group.

**Measure A:**

The intended target groups will be made up of the core patient population already seen by the hospital plus additional groups of MISP and RCHC patients. (Refer to Attachment III – Patient Mix by Financial Class) as well as dialysis patients, both patients of RCRMC and those patients of other medical facilities within the County. Enclosed in the attachment is the "Patient Mix By Financial Class" for the previous two years. Notice that there is an increase of at least 15% in the Medi-Cal mix for each year. Because there is overlap among these groups, the estimated percentages to total trips are represented below as a range.

**Low-Income/Truly Needy:**

RCRMC is the largest indigent patient care provider for all hospitals operating within Riverside County, providing about 65-70% of the indigent care within the county. In Fiscal Year 2010/11, at least 64% of the patients seen at RCRMC were low-income or indigent. This population consists of patients qualifying for the Medically Indigent Services Program (MISP), Medi-Cal and Self-Pay – specifically those self-pay patients who then qualify for Charity Care status. The Medi-Cal population would include mothers and babies/children and families on limited income such as Aid to Families with Dependent Children (AFDC), while the medically indigent or MISP and self-pay population would be individuals between the ages of 21 and 64 years of age, many who qualify for only the Food Stamp program, or the Charity Care program, or may be homeless, but all below 100% of the Federal Poverty level. To be determined eligible for transportation services under the Measure A project, RCRMC will use existing eligibility criteria that have deemed individuals eligible, and, thereby, currently receiving full-scope Medi-Cal (with no share-of-cost), MISP, or Self-Pay/Charity Care. Homeless patients will automatically qualify for transportation based on their lack of a home address on their hospital registration and admission record.

Percent of Low Income/Truly Needy To Total Passenger Trips: 65 - 70%

**Individuals with Disabilities:**

Individuals with disabilities comprise approximately 10% of RCRMC's total patient population served in 2011/12. Individuals with disabilities seen by RCRMC are typically individuals who are low-income and receiving State Disability Income (SDI), Social Security Disability Income (SSDI) and/or on Supplemental Security Income (SSI). They may also be receiving Medi-Cal and/or Medicare based on their disability with an expected duration of a year or more. These are patients with End-stage Renal Disease requiring dialysis, Paraplegia or Quadriplegia requiring extensive rehabilitation such as physical and/or occupational therapies, Post-Stroke patients requiring speech and other rehabilitation therapies, Cancer at various levels of staging requiring chemo and/radiation treatments, Post Trauma patients requiring Hyperbaric Oxygen Treatments, Pulmonary Diseases requiring breathing treatments and oxygen therapy, as a few examples. To be determined eligible for transportation services under the Measure A project, RCRMC will use existing eligibility criteria that have deemed the individual eligible, and, thereby, currently receiving SDI, SSDI, SSI, Medi-Cal and/or Medicare benefits. Individuals not currently receiving the above benefits will need to have a noticeable disability requiring the use of an ambulatory assistive device such as quad-cane, walker, wheelchair, motorized scooter, or guide- dog for the blind, etc.

Percent of Individuals with Disabilities to Total Passenger Trips: 5 - 10%

**Seniors:**

Seniors comprise approximately 36% of RCRMC's total patient population served in Fiscal Year 2011/2012. They include the Medicare and/or Medi-Cal population that are 65 years of age and over, including those enrolled in senior managed care insurance plans. Many are receiving social security retirement income and/or supplemental security income, and/or other retirement pensions. To be determined eligible for transportation services under the Measure A project, RCRMC will use existing eligibility criteria that have deemed the individual eligible, and, thereby, receiving straight Medi-Cal or receive both Medi-Cal and Medicare, and having declared their age as 65 years or older.

Percent of Senior Transports to total Passenger Trips: 30 - 35%

- C. Briefly detail the current population and geographic area(s) that is served and the population and geographic area(s) that will be served by the proposed project. Supporting documentation and an 8-1/2 x 11 map of the service area must be attached

**Measure A:**

RCRMC is the largest trauma center provider for all of Riverside County providing about 40% of all the trauma care and 65-70% of the indigent care within the county. RCRMC serves residents in all three geographic areas: Western Region, Coachella and Palo Verde Valleys (Refer to door to door service area and total geographic area available for transports Attachment IV – Map of Service Area); and is well positioned to provide services to a wide range of Limited English Proficient (LEP) patients/clients as well. (Refer to Attachment VIII – Limited English Proficient (LEP) Policy & Procedures) According to current demographic data, RCRMC's patient mix is less than 1% Native American or Alaskan Native, 2% Asian, 15% African American, 30% White, and 52% Hispanic or Latino. An estimated 30% of RCRMC's patients list Spanish as their primary language, while another 1% of patients list Tagalog, Vietnamese, Laotian or Korean as their primary language. A small but special population that RCRMC focuses special attention in providing services is the deaf and hard-of-hearing population. According to data collected from RCRMC's Medical Interpreting

staff, RCRMC is providing services to approximately 70 unique deaf/hard-of-hearing patients residing throughout the County.

To better serve the Limited English Proficient (LEP) population seeking services at RCRMC, in December of 2006, RCRMC joined the Health Care Interpreter Network (HCIN). The HCIN is a system of shared language interpreter services operated by a network of county hospitals in California that uses audio video and telephonic technology to pool together language interpreters to maximize language interpreting resources. The connectivity to HCIN is established under a minute, is user friendly, and accesses over 170 different languages and dialects, including American Sign Language.

While in the field and in the course of their transportation duties, RCRMC Medical Transportation Technicians (drivers) have access to the HCIN system by using their hospital issued wireless telephones. Person-to-person language interpreting services is also available to RCRMC Transportation drivers and/or patients through RCRMC's Language and Cultural Services Department, which include 7 bilingual (English/Spanish) State and/or Federally certified Medical Interpreter/Translators, and 1 trilingual (English/Spanish/American Sign Language) Medical Interpreter/Translator. All RCRMC patient related literature, including Transportation Department brochures and flyers, are reviewed and translated into Spanish by RCRMC's most competent translator staff. (Refer to Attachment IX – RCRMC Transportation Brochure)

**Measure A:**

As stipulated Measure A services the Western Region of Riverside County, population of 1.2 million as based on the 2000 Census, of those the target population is estimated to be between 122,000 – 223,000 (Exhibit 2, Geographically-Related Priority Transportation Needs of the Target Populations, Transportation Coordination Plan). The 2008 Public Transit – Human Services Transportation Coordination Plan for Riverside County projects that the target population will increase modestly by 17 – 19% of the total population, and suggests that the target population potentially can reach ranges of between 394,073 to 438,854 persons by 2010 (Table 3-2 of the 2008 Public Transit – Human Services Transportation Coordination Plan of Riverside County). Of these, RCRMC projects it will serve within the proposed project approximately 800 – 1,000 unique persons in the Western Region of Riverside County. Of which 30 – 40% will be Limited English Proficient (LEP).

### III. PROPOSED PROJECT NARRATIVE

**Please provide the following details about your proposed project.**

To tie your application to the 2008 Riverside Coordinated Plan and the 2012 Plan Update, we suggest you read the *2012 Update to the Public Transit-Human Services Transportation Coordination Plan for Riverside County* and of the 2008 document, at least the *Executive Summary* and *Chapter 7, Overview of Needs and Gaps* and *Chapter 8, Recommendations*. These can be found at <http://rctc.org/funding/federal-and-state-funding/call-for-projects>. Successful grant application requests must tie the proposed project(s) to the goal, objective and/or strategy that the project will specifically address.



- A. Please provide a narrative to describe the project. Refer to the Project Evaluation and Scoring Criteria on pages 9-12 of the Application Instructions for additional guidance on each of the questions. Each numbered response will be individually reviewed and scored for clarity, completeness and accuracy and this should be considered in order to ensure receiving the maximum allowable points per question.

**Project Narrative:**

**Measure A:**

Riverside County Regional Medical Center (RCRMC) was awarded a two year Measure A Grant for Fiscal Years 2006/07 – 2007/08 and another two year grant for 2009/10 – 2010/11, and a New Freedom Grant for Fiscal Years 2011/12 – 2012/13. RCRMC's transportation program for the Measure A grant ties in well with the Riverside Coordinated Plan in that it is a Para transit program providing daily, Monday through Friday, services to the Western Region of Riverside County, and to all the three target groups (Goal 2.0, sec. 2.1, pg. 124). At this time weekend services are provided for Dialysis patients and a small number of door to door transports. In October 2010 RCRMC expanded its Family Care Clinic services to Saturdays and evening hours. A needs assessment was conducted of the patients using the Saturday Family Care Clinic to determine the need and demand for expanding Saturday transportation services to more than just Dialysis patients. RCRMC is prepared and ready to expand Dialysis transportation services to Saturdays, Sundays, or late evenings/early morning hours should DaVita Dialysis centers currently being serviced by RCRMC expand their Dialysis treatments to accommodate the need/demand. RCRMC currently begins dialysis service each day by picking up the first patient a four o'clock in the morning Monday thru Saturday and taking home the last dialysis patient at six o'clock in the evening. In order to continue to provide door-to-door (sec. 2.2.6, pg. 124) non-emergency medical transportation service with an anticipated increase of 10-12% additional one way trips, RCRMC is applying for another two year Grant for the Fiscal Years 2013/14 – 2014/15.

- B. Briefly describe how your proposed project is consistent with the goals and objectives of either the JARC or New Freedom grant programs or the Western Riverside Measure A Specialized Transportation Program, as listed on pages 5-6 of the Application Instructions.

**Measure A:**

Consistent with Goal 2.0 of the Riverside Coordinated Plan, in the last grant award period, RCRMC extended its service hours to 4:00 A.M. – 8:00 P.M., Monday – Friday and 4:00 A.M. – 5:00 P.M. on Saturday (sec. 2.1.2, pg. 124), to ensure that patients are able to get to the earliest appointments and get home from the last appointment. (sec. 7.3.2, pg. 93). Saturday hours were initially designated in the prior grant to only transport Dialysis patients to the DaVita Dialysis Center on the campus of RCRMC (sec.2.2.5, pg. 124). However, shortly after starting this service, RCRMC Transportation Department has to expand Dialysis transportation to DaVita Dialysis Center on Elsworth Street in Moreno Valley, and the DaVita Dialysis Center on Magnolia and La Sierra in Riverside. The intended target group is comprised of the core patient population already seen by the Medical Center as well as dialysis patients, both patients of RCRMC and those patients of other medical providers in the County. These include the Medicare population, made up of mostly the elderly or those individuals on SSI Disability. The Medi-Cal population which would include mothers, babies and families on limited income, as well as those individuals designated as medically

indigent, or truly needy. Numerous clinic appointments have been missed or canceled in the past because patients have been unable to find or could not afford transportation. By continuing to provide reliable transportation at no charge to the patient, RCRMC ensures continuity (uninterrupted) of medical care, and subsidy assistance when patients visit the MISPP program and/or the Department of Public Social Services at the hospital, or elsewhere.

Specify how your project addresses the gap(s) and/or barrier(s) identified through the 2008 Coordinated Plan and/or 2012 Plan Update. Indicate the relevant section/page number in the Coordinated Plan document.

Also describe:

1. The existing transportation service options in the proposed service area.
2. Why the existing transportation services cannot be utilized by the target population you propose to serve.

**Measure A:**

The segment of the population most in need of transportation assistance are also the highest demographic segment of the population served by the Medical Center (sec. 7.3.1, page 92). The disabled, including those on dialysis, require specialized transportation beyond what is available through other transportation programs, such as Dial a Ride. Also, Dialysis Centers do not have their own transportation programs on-site. Non emergency medical transportation contract agencies normally rely upon reimbursement from Medi-Cal for patients who meet certain criteria. A great number of Dialysis patients are still ambulatory and able to walk without the use of assistive devices, and as a result, are not eligible for subsidized transportation by these contract agencies. Accessibility to public transportation and/or reliable personal transportation is not readily available to the neediest of patients/clients. Factor in that Dialysis patients must arrive to the Dialysis Center at their scheduled appointment time, and that once there, should the port used for dialyzing be blocked or other medical complications occur, there then needs to be enough flexibility in the program to allow for transportation to offer assistance to an alternate Dialysis Center, and then possibly back again (7.3.2, pg. 94). Also, Dialysis appointments can be scheduled very early in the morning, as well as very late at night (sec. 7.3.2, pg. 93 - 94). As demands for Dialysis services grow, some centers have had to expand its Dialysis runs to **seven-day-a-week**, and to **twenty-four hours a day** (sec. 7.3.2, pg. 94). The three Dialysis centers that RCRMC transportation is currently servicing have not had to increase their days and hours of operation as yet. However, patients often need programs that are flexible such as RCRMC's Transportation services that can expand as needs grow to meet the demands. RCRMC already provides 24/7 on-call transportation services to both the medical and psychiatric Emergency Departments of RCRMC, and with funding from the new Measure A Grant can easily expand necessary services within a short period of time to accommodate the needs of the residents of Riverside County.

- C. For Operating projects, describe your operational implementation plan that includes defined routes, schedules, current and projected ridership, key personnel, and marketing strategies. For Capital and Mobility Management projects, describe your implementation plan that includes project tasks, benchmarks, key personnel, and deliverables.

1. Detail the outreach activities your agency will undertake to connect existing and new consumers to the proposed project.
2. Describe how you will promote public awareness of the project and how you will keep stakeholders involved and informed throughout the project.
3. Describe how you will comply with the annual consumer satisfaction survey process required by the executed contract between RCTC and approved applicants (see sample agreement Exhibit C-2 or D-2 found at [www.rctc.org/funding/federal-and-state-funding/call-for-projects](http://www.rctc.org/funding/federal-and-state-funding/call-for-projects)).
4. Complete the milestones and completion date table on the following page.

**Measure A:**

**Operating project:** Patient appointment schedules are obtained from the RCRMC's Clinic Management or DaVita Center staff. The Dialysis patients are placed on the transportation schedule, and then remain on the same schedule rotation (unless admitted to the Hospital), while the scheduled clinic patients are worked into the transportation schedule to determine the most cost effective route. Whenever possible patients with appointments at or near the same time, and who live in the same area, are scheduled for the pick up during one trip, although not always possible but this is the most efficient and preferred method to schedule such trips. Two client slips are generated by reservations/dispatch the day prior to travel, one for the pick-up and one for the return home and the driver is given a schedule and slips for each rider. The driver is also responsible to obtain a signature on the individual client slip from each patient/client being transported. This is an acknowledgment by the patient that services were provided on the date and time indicated on the slip. Client slips are only counted after the patient signs the form. This ensures that rides are not counted erroneously; as there have been times for example when RCRMC has taken the client to the dialysis center and then the client is transported home by ambulance. A return trip by RCRMC is not provided and therefore should not be counted. Vehicle mileage is noted on the vehicle log at the beginning and end of each trip, Should a vehicle be used for a non-Measure A trip there is a separate log for the mileage. Mileage is then entered into a worksheet, total monthly vehicle miles are calculated by subtracting the beginning odometer reading from the month end reading. Measure A miles and non-Measure A miles are then added together to confirm the monthly mileage. To allow the overall department to operate effectively there are times when non-dedicated Measure A drivers will be used for the program and the reverse. However, only those hours actually worked on the program are captured. This is accomplished by using a unique program indicator when reporting hours to payroll. All vehicles used in the Measure A program are leased from Fleet Services and are for the most part new 2011 models. The monthly lease charge is calculated by using the percentage of Measure A miles to the overall miles reported on the vehicles, if 90% of the miles are related to the Measure A program, then 90% of the lease, which includes maintenance, fuel, salvage and fixed (lease) charges are then billed back to the program. It is rare that the reported Measure A miles balance to the mileage reported on the Fleet Billing, this is because the mileage on the report is captured during refueling of the vehicle and this may occur prior to month end. If the Measure A miles reported exceeds those on the Fleet Billing, the balance of the miles is carried over to the following month.

Having been a Grant recipient in three previous calls, RCRMC has effectively implemented changes and improvements on how to capture, verify, and report data to RCTC, and most currently, to plan for staffing and/or vehicle changes. Should RCRMC be awarded a Grant in the next period, RCRMC will seek to hire 2 additional Medical Transportation Technicians

and one additional wheelchair equipped transportation van. Having more Measure A drivers available would serve to maintain and/or exceed projected transportation goals for the next grant award period. RCRMC will also step up its marketing efforts by revising the existing RCRMC Transportation brochure that highlights Measure A services through RCRMC, and distribute the revised brochure to Dialysis centers and other healthcare providers, including senior citizen centers, Office on Aging, Department of Public Social Services offices and community agencies. Presentations will be scheduled to Chamber of Commerce groups as feasible. RCRMC will participate in Health Fairs throughout Riverside County with a fair booth and transportation employees on site to greet and meet the public. RCRMC has all program requirements and details in place and will be able to seamlessly transition into a new Grant period, should RCRMC be awarded a new grant.

(Use as many rows as necessary to adequately identify your project's milestones)

| Proposed Project Milestones  | Estimated Date of Completion |
|--|------------------------------|
| Press Release announcing grant award and availability to provide non emergency transportation services to Western Region of Riverside County and Coachella/Palo Verde Valleys  | 07/2013(start and end date)  |
| Initiate Marketing Campaign to include: revision of brochure containing new enhancements and/or extended hours; mailers of RCRMC Transportation brochure to community agencies and healthcare providers, specifically Dialysis centers and County Public Health Clinics; presentations to Chamber of Commerce functions, such as mixers and Wake Up sessions | Start 07/2013 to 06/2015     |
| Hire two (2) additional Medical Transportation Technicians   | Start and end 07/2013        |
| Lease an additional vehicle from County Fleet Services and designate the new vehicle to Measure A  | Start 07/2013                |
| Install GPS tracking system on all Measure A dedicated vehicles for safety and monitoring purposes   | Start 07/2013                |
| Conduct Needs Assessment as to the demand and/or need to add a Saturday run to Western Region, and/or Indio and Palm Springs locations   | Start 07/2013                |
| Expand to Saturday runs to Western Region and/or Indio and Palm Springs location when need/demand is present and expansion is cost efficient   | Start 09/2013                |
| Conduct annual safety and sensitivity training to all Transportation Department staff, with specific focus on Measure A designated staff to improve and maintain patient/client survey satisfaction scores 90% and above   | Ongoing every year           |

5. Identify the performance indicators you will use to track the effectiveness of your proposed project. Identify the quantitative goals your program proposes to meet.

Based upon the performance objectives and outcomes you identify, describe your methodologies and procedures for ongoing monitoring and evaluation of the project or service. Applicants should address, if applicable, past program goals set and past actual performance in meeting those goals. Applicant must describe the outcome (impact) that the project will have on low-income (JARC), individuals with disabilities (New Freedom), and/or seniors. Complete the following table showing those indicators appropriate to your project.

| Performance Indicators  | Goal -Year 1 | Goal -Year 2 |
|---|--------------|--------------|
| <b># of one-way passenger trips provided to:</b>  |              |              |
| a. Seniors  | 2,700        | 2,750        |
| b. Persons with disabilities  | 1,000        | 1,000        |
| c. Low-income   | 6,000        | 6,250        |
| d. Others   |              |              |
| <i>Of the above (a-d), how many <u>trips</u> are from military service personnel or veterans?</i> | 1,150        | 1,188        |
| <b>Total One-Way Passenger Trips:</b>   | 9,700        | 10,000       |
| <b>OTHER MEASURES (identify as appropriate or propose alternative, quantitative measures)</b>     |              |              |
| # of vouchers distributed   |              |              |
| # of persons receiving vouchers   |              |              |
|   |              |              |
| # of bus passes distributed   |              |              |
| # of persons receiving bus passes   |              |              |
|   |              |              |
| # of miles to be reimbursed   |              |              |
|   |              |              |
| # of mobility manager/training agency contacts  |              |              |
| # of mobility manager consumer contacts   |              |              |

**Methodologies and Procedures for Ongoing Monitoring and Evaluation:**

RCRMC will continue to report performance measures on the current indicators; total number of one way trips provided to seniors, the disabled and low-income/truly needy. Measurable indicators also include vehicle miles, staff hours/payroll, and County matching funds. RCRMC transportation personnel will continue to have available in all the vehicles designated for Measure A use, surveys for clients and patients to complete, should they desire, at any time to document their commendation or complaint. However, on a monthly basis during the first week of the month, the transportation personnel will distribute commendation/complaint surveys to all clients/patients using the transportation services, and encourage them to return the surveys to the driver or the department. Information gleaned from the survey provide details on several performance measures such as tracking early arrivals, late arrivals, driver courtesy, vehicle/equipment condition, and ability to reach Limited English Proficient (LEP) clients with information related to transportation services available to them in their geographic areas. All trips provided under the Measure A program are directly related to transportation for medical care provided to the program recipient.

Individual trips are monitored via the client reservation slip. Each program participant has a transport reserved in advance; a client slip is generated for each trip and is given to the driver responsible for the route along with their daily schedules. The driver is required to obtain the participants signature prior to departing the vehicle, this is acknowledgement that service has been provided. Each vehicle is supplied with a mileage log for both Measure A and non-Measure A trips, the driver is responsible for documenting the beginning and ending mileage for each trip on the appropriate log, mileage information is then entered into a mileage worksheet which is audited and balanced monthly. Salary hours and expense is captured by the employee on their timesheet, drivers assigned full time to the Measure A program use the Measure A cost center as the "home" identifier, should this employee cover a route outside

the Measure A program a unique identifier is hand written on the timesheet and that department is charged for the trip. Should a non-Measure A driver assist with a Measure A transport salary hours and expense is again captured by the employee on their timesheet using the Measure A cost center as a unique identifier.

**Past Program Goals Set/Past Actual Performance:**

During the Grant Award the RCRMC Transportation Program grew at an unexpected rate, exceeding its projected trip goals by 1,565 in FY06/07 and 2383 in FY07/08. It was anticipated the program would continue to grow at an average rate of 18% per year; projecting trip totals in 2010 at 11,276. However, in FY09/10 RCRMC's performance fell short by completing only 7,868 of its projected 10,117 total passenger trips. In FY10/11 RCRMC did not achieve projected goals either. Failure to meet projected goals in grant periods FY09/10 and FY10/11 were due to significant staffing changes by key personnel assigned to the Measure A program with retirements, resignations and transfers from the Transportation Department. During the grant period the Transportation Department lost the services of the Transportation Coordinator, a Nursing Assistant Patient Escort, two Licensed Class B Medical Transportation Technicians (drivers), and its grant writer and manager. Replacing Class B licensed drivers, including senior staff, possessing qualifications necessary to meet the needs of its clients was a difficult and challenging task.

For grant periods FY09/10 and FY10/11 RCRMC also proposed increasing the number of pick-ups for the Indio and Palm Springs locations from one per day to two per day. The increase was to provide service earlier and later in the day, decreasing the amount of time clients need to wait after arrival for their appointment or a return trip (sec. 2.1.2 and 2.2.5, pg. 124). Unfortunately, RCRMC was not able to increase its number of pick-ups until towards the end of the grant period. As a solution to resolve the issue, RCRMC Transportation Department developed a wait list of clients to be contacted when a scheduled reservation was canceled. This allowed RCRMC the ability to maximize the number of clients being transported each day to ensure the vehicle is filled to maximum capacity. Utilizing the County of Riverside's Temporary Assistance Pool (TAP) program has expedited filling the vacant driver positions, thereby providing more trips for the clients.

## IV. COORDINATION STATEMENT

- A. Identify key stakeholders involved in the project at its outset. Identify potential future partners and methods of obtaining their participation in the project. List may include, but not be limited to, health and human services agencies, public/private sector, non-profit agencies, transportation providers, and members of the public representing low-income (JARC) and individuals with disabilities (New Freedom) and from public transit agencies. Explain how this proposed project will make the effort to connect to other existing transit and transportation programs. Attach letters of support from stakeholders appropriate to this grant application (can be referenced here and included as an Appendix).

**Stakeholders:**

RCRMC's outpatient clinics have the capacity to manage 200,000 patient visits per year, and are one of the largest referral bases for RCRMC's Transportation Department. All clinics within the hospital refer potential program participants and are considered the program's

internal stakeholders. Areas of need continue to be identified by clinic and hospital personnel and include radiology, hyperbaric oxygen therapy (HBO), Orthopedics, OB/GYN, Medically Indigent Adult Services (MISP), Department of Public Social Services (DPSS) Medi-Cal Division in the Hospital, Department of Public Health, Patient and Family Services, and the Riverside County Child Assessment Team (formerly Child Abuse and Neglect Team) with more service areas referring on a daily basis. Individually as a profession, RCRMC Medical Social Workers and Clinical Therapists are the largest stakeholders in referring patients being discharged from the hospital, the emergency department, or same-day surgery requiring transportation home. The largest stakeholder outside the Medical Center is DaVita Dialysis Center (Refer to Attachment V - Letters of Support), who refers their patients to RCRMC Transportation Department regardless of where the patient obtains their primary medical care. RCRMC has also had past contact with Independent Living Partnership, Riverside Transit Authority, Disabled Medical Transportation, Valley Medical Transport, and Western Riverside Transportation Operators (Taxi Companies) on a limited basis.

**Future Stakeholders:**

An invitation to meet at RCRMC will be sent to all Measure A and New Freedom award recipients to discuss present and future partnerships, interests in setting up a Transportation Coalition for the Western Region of Riverside (Measure A) and the Coachella Valley (NF), and learn from sharing of past failures, successes and best practices.

- B. Describe the emergency planning and drill activities within your agency and in cooperation with the Riverside County.**
1. Provide proof that your agency is included in the response plan with the County Office of Emergency Services.
  2. Indicate the drill(s) you have participated in, or are scheduled to participate in.

As a County of Riverside entity, RCRMC is an active participant in all emergency preparedness drills and activities within the state and county. As a member of the Western Riverside Emergency Council (WREC), RCRMC's participation is integral in the planning, practice, and evaluation of all emergency preparedness drill activities within the County and private sector.

On November 18, 2010, RCRMC was designated as ground zero for the statewide drill for Improvised Explosive Devices (IED). After networking with all agencies utilizing Table Top Exercise (TTX) prior to the drill, RCRMC was a large participant in the Master Incident Sequence List (MISL) which included the activation of the Hospital Incident Command System (HICS). Communications was relayed utilizing the Reddinet, Live Process, and RACES system in an effort to communicate all situations to all local and state emergency services agencies.

Seasonal rains in December 2010 prompted the County Office of Emergency Services (OES) activation. RCRMC interacted and information was shared concerning input on damages and operational readiness for any operational surge capabilities.

RCRMC emergency planning is active and on-going with hospital staff. Several code based drills including code red (fire), code silver (active shooter), code pind (child abduction), code triage (disaster), and code yellow (hazardous waste spill) is logged and critiqued for

improvement. Ongoing Environmental, Hazmat, Decontamination, and evacuation training of staff is conducted on location and in compliance with state and federal regulations and standards governing licensed medical facilities and hospitals.

RCRMC is an integral and active partner in the County disaster preparedness programs, including having disaster caches for the county on its premises for emergency drugs and supplies.

**For proof please see Supporting Documentation – 9**

**Emergency Services Contact:**

**Riverside County Fire Department Office of Emergency Services**

**Primary Emergency Operations Center - Riverside**  
4080 Lemon Street, Suite 8  
P.O. Box 1412  
Riverside, CA 92501  
(951) 955-4700

**Alternate Emergency Operations Center - Indio**  
82675 Highway 111, Room #6  
Indio, CA 92201  
(760) 863-8318


**V. PROPOSED PROJECT BUDGET**

A. The budget to be submitted is for the project being proposed for funding through this application, not the entire budget for your agency or organization. Applicants are requested to provide additional detail where appropriate to facilitate the understanding and review of your application. An electronic version of the budget form on pages 9 - 10 is available to all applicants by accessing the following link: [www.rctc.org/funding/federal-and-state-funding/call-for-projects](http://www.rctc.org/funding/federal-and-state-funding/call-for-projects).

B. Local match - Specify the source(s) (e.g., private donations, revenue from other agency programs, grants, contract service revenues) and amount(s) of the local share portion of the total project cost. Do not identify the source as simply a bank account or an agency fund. For instance, if funds are obtained from revenue generated from other agency programs, identify their source (e.g., "Reimbursements minus program expenses from Senior Service Programs"). All of the local match must be provided from sources other than federal funds, except where the specific legislative language of a federal program permits its funds to be used to match other federal funds. If you are proposing to use federal funds as your local match, please list the specific section of the Act that authorizes their use for this purpose.

Specific program information for other types of federal funding is available at: [www.unitedwerride.gov](http://www.unitedwerride.gov)



| <b>PROPOSED PROJECT BUDGET FORM</b><br><b>UPDATED AND FINAL BUDGET - THIS SUPERCEDES OTHER NUMBERS</b><br><b>THROUGH THE APPLICATION</b> |                 |  |                  |
|--|-----------------|--|------------------|
| <b>Project Title:</b> <u>County of Riverside - RCRMC</u><br><b>Agency Name:</b> <u>Measure A - New Freedom</u>                           |                 | <br><small>Riverside County Transportation Consortium</small> |                  |
| EXPENSES   | Position % Time | Year 1 (FY13/14)   | Year 2 (FY14/15) |
| <b>Salaries by Position</b> (include benefits):  |                 |  |                  |
| <i>(Example: drivers, scheduler, trainer, etc.)</i>  |                 |  |                  |
| A. Drivers   | 100%            | \$ 319,232.36  | \$ 335,193.98    |
| B. Dispatch/Scheduler  | 100%            | \$ 54,113.15   | \$ 56,818.80     |
| <b>Total Salaries &amp; Benefits</b>   |                 | \$ 373,345.51  | \$ 392,012.78    |
| <b>Non-Personnel Expenses:</b>   |                 |  |                  |
| <i>(Example: fuel, rent, insurance, utilities, etc.)</i>   |                 |  |                  |
| A. Advertising   |                 | \$ 1,000.00  | \$ 1,000.00      |
| B. Fuel, Oil, Vehicle lease, Vehicle Maintenance   |                 | \$ 119,762.50  | \$ 122,600.62    |
| C. General Office Expenses   |                 | \$ 848.10  | \$ 890.50        |
| D. Telephone   |                 | \$ 3,294.99  | \$ 3,459.74      |
| E. Phones  |                 | \$ -   | \$ -             |
| F.   |                 | \$ -   | \$ -             |
| <b>Total Non-Personnel Expenses</b>  |                 | \$ 121,905.59  | \$ 127,950.88    |
| <b>Capital Expenses:</b>   |                 |  |                  |
| <i>(Example: computers, technology, equipment, etc.)</i>   |                 |  |                  |
| A.   |                 | \$ -   | \$ -             |
| <b>Total Capital Expenses</b>  |                 | \$ -   | \$ -             |
| <b>TOTAL PROJECT EXPENSES</b>  |                 | \$ 495,251.10  | \$ 519,963.64    |
| <b>REVENUES</b>  |                 |  |                  |
| <b>Agency Match (Cash) Grant Revenues (not JARC or New Freedom):</b>   |                 |  |                  |
| <i>(Example: General fund, CDBG, Donations, etc.)</i>  |                 |  |                  |
|  |                 | \$ -   | \$ -             |
| A. Cash Match - Measure A Operations   |                 | \$ 91,404.05   | \$ 129,960.82    |
| B. Cash Match - New Freedom  |                 | \$ 76,981.05   | \$ 46,826.82     |
| D.   |                 | \$ -   | \$ -             |
| <b>E. Agency Match for Capital (JARC/NF = 20%) (Meas. A = 50%)</b>   |                 | \$ -   | \$ -             |
| <b>Total Cash Match</b>  |                 | \$ 168,385.10  | \$ 176,787.64    |
| <b>Agency Match (In-Kind):</b>   |                 |  |                  |
| Salaries by Position (include benefits)  |                 |  |                  |
| A.   | Position % Time |  |                  |
| <b>Total In-Kind Match</b>   |                 | \$ -   | \$ -             |
| <b>Measure A Request - Match to New Freedom</b>  |                 | \$ 36,227.00   | \$ 22,036.00     |
| <b>Measure A Operations Request</b>  |                 | \$ 177,431.00  | \$ 252,277.00    |
| <b>Federal New Freedom Request</b>   |                 | \$ 113,207.00  | \$ 68,862.00     |
| <b>TOTAL REVENUES</b>  |                 | \$ 495,250.10  | \$ 519,962.64    |

Project Title: County of Riverside - RCRM  
 Agency Name: Measure A - New Freedom



|   | YEAR ONE             | YEAR TWO             |
|---|----------------------|----------------------|
| Measure A Request (Match to NF) Amount: | \$ 36,227.00         | \$ 22,036.00         |
| Measure A Operations Request Amount:    | \$ 177,431.00        | \$ 252,277.00        |
| FTA JARC Request Amount:                |                      | \$ -                 |
| FTA New Freedom Request Amount:         | \$ 113,207.00        | \$ 68,862.00         |
| Agency Match Amount:                    | \$ 168,385.10        | \$ 176,787.64        |
| <b>TOTAL</b>                            | <b>\$ 495,250.10</b> | <b>\$ 519,962.64</b> |

C. If you are an existing transportation program funded under the prior Universal Call, provide a copy of your agency's current transportation program budget from the last fiscal year. Also identify:

- 1) the proposed cost per trip/cost per unit of service
- 2) the cost per person served for both the proposed project and for your current transportation program

See Attachment VI for cost per trip and cost per person served.

D. Please submit a copy of the most recently completed agency/organization financial audit (may be referenced here and included as an Appendix to the overall application).

See Attachment X for most recent financial audit.

**Please use the Excel form to complete your proposed budget. The form can be found at [www.rctc.org/funding/federal-and-state-funding/call-for-projects](http://www.rctc.org/funding/federal-and-state-funding/call-for-projects).**

## VI. SUPPORTING DOCUMENTATION

To assure that proposing agencies have solid policies and procedures in place to adhere to the guidelines and regulations attached to Federal DOT funding, agencies must provide the following supporting documentation where applicable. Agencies must indicate why any of the following items do not apply to their agency or the proposed project.

1. Vehicle maintenance records
2. CHP inspection form for vehicles that carry more than 10 passengers
3. Pre/Post trip vehicle inspection forms
4. Driver training certifications
5. Sensitivity training certifications
6. Drug testing certifications
  - Written drug and alcohol policy
  - Types of substances tested for
  - Frequency of drug and alcohol testing
7. Safety and risk management practices
8. Insurance – face sheet of vehicle insurance policy
9. Agency-based disaster drills and exercises (disaster preparedness)



**Proposed Cost Per Trip and Cost Per Person Served**

**Project Title:**  
**Agency Name:**

County of Riverside -  
Measure A



| EXPENSES                      | Year 1 (FY13/14) | Year 2 (FY14/15) |
|-------------------------------|------------------|------------------|
| <b>TOTAL PROJECT EXPENSES</b> | \$ 495,261.10    | \$ 519,983.64    |

**E. Target Population Information** (unique persons - count each individual only once to represent the number of individuals your program is likely to serve annually):

|   | Year 1 | Year 2 |
|---|--------|--------|
| a. Number of seniors:   | 2,700  | 2,750  |
| b. Number of persons with disabilities:   | 1,000  | 1,000  |
| c. Number of eligible low-income persons:   | 6,000  | 6,250  |
| d. Number of other persons, not included above.<br>Description: _____                                 |        |        |
| <i>Of the above (a-d), how many <u>unique</u> persons are military service personnel or veterans?</i> | 1,150  | 1,188  |
| <b>F. Total number of one-way passenger trips:</b>  | 9,700  | 10,000 |

|  | Year 1 (FY13/14) | Year 2 (FY14/15) |
|--|------------------|------------------|
| <b>Proposed Cost Per Trip</b>          | \$ 51.08         | \$ 52.00         |
| <b>Proposed Cost Per Person Served</b> | \$ 102.11        | \$ 103.99        |

|   | Year 1 (FY11/12) | Year 2 (FY12/13) |
|---|------------------|------------------|
| <b>Current Transportation Cost Per Trip</b>         | \$ 56.12         | \$ 54.81         |
| <b>Current Transportation Cos Per Person Served</b> | \$ 112.24        | \$ 119.22        |

**EXHIBIT "B"**

**CERTIFICATE OF MATCH FUNDS**

I, \_\_\_\_\_, certify that Riverside County Regional Medical Center has obtained match funding as required by RCTC under this Agreement. RCTC has the right to audit the records of Riverside County Regional Medical Center to make an independent inspection as to Riverside County Regional Medical Center's compliance with its obligations herein.

I certify under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_,  
California.

By: \_\_\_\_\_  
Authorized Representative  
Riverside County Regional Medical Center

**EXHIBIT "C"**

**FUNDING BY SOURCE**

| <b>Riverside County Regional Medical Center</b> |                              |  |                   |
|---|------------------------------|--|-------------------|
|   | <u>Original Project Cost</u> | <u>Adjusted Project Cost (Award + Match)</u> | <u>Difference</u> |
| Year One  | \$495,251                    | \$495,250                                    | -\$1              |
| Year Two  | \$519,964                    | \$519,962                                    | -\$2              |
| <b>2-Year Total</b>                             | <b>\$1,015,215</b>           | <b>\$1,015,212</b>                           | <b>-\$3</b>       |

| Project Year        | Adjusted Project Cost (Award+Match) | Award Amount          |                                   |                     |                | Required Measure A Agency Match to Ops (34% of Total MA Ops) | Required NF Agency Match (34% of Total NF) |
|---------------------|-------------------------------------|-----------------------|-----------------------------------|---------------------|----------------|--|--|
|                     |                                     | New Freedom Operation | Measure A as Match to New Freedom | Measure A Operation | Total Award    |  |  |
| Year One            | 495,250                             | 113,207               | 36,226                            | 177,432             | 326,865        | 91,404   | 76,981                                     |
| Year Two            | 519,962                             | 68,862                | 22,036                            | 252,277             | 343,175        | 129,961  | 46,826                                     |
| <b>2-Year Total</b> | <b>1,015,212</b>                    | <b>182,069</b>        | <b>58,262</b>                     | <b>429,709</b>      | <b>670,040</b> | <b>221,365</b>   | <b>123,807</b>                             |

**EXHIBIT "D"**

**REPORTING REQUIREMENTS**

**D-1: Quantitative Reporting Requirements**

**D-2: Qualitative Reporting Requirements**

**[see attached pages]**



# EXHIBIT D-1 – QUANTITATIVE REPORTING REQUIREMENTS

## Exhibit D-1 – Quantitative Reporting Requirements

rev 11/1/12

RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
 Universal Call Specialized Transit Program -- JARC/ New Freedom/ Western Riverside Measure A  
 Fiscal Year 13/14 MONTHLY REPORT

AGENCY NAME: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_ INPUT ONLY

Information reported shall be for this project only.

|  | Year 1 Goal | Month  |        |        | Qtr 1 Total | Month  |        |        | Qtr 2 Total | Month  |        |        | Qtr 3 Total | Month  |        |        | Qtr 4 Total | FY 13/14 YTD Total |
|--|-------------|--------|--------|--------|-------------|--------|--------|--------|-------------|--------|--------|--------|-------------|--------|--------|--------|-------------|--------------------|
|  |             | Jul-13 | Aug-13 | Sep-13 |             | Oct-13 | Nov-13 | Dec-13 |             | Jan-14 | Feb-14 | Mar-14 |             | Apr-14 | May-14 | Jun-14 |             |                    |
| <b>OPERATING DATA</b>  |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 1. Total One-Way Passenger Trips (report for line project only)  |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 1a. Seniors  |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 1b. Persons with Disabilities  |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 1c. Low-Income   |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 1d. Others   |             |        |        |        | 0           | 0      | 0      | 0      | 0           | 0      | 0      | 0      | 0           | 0      | 0      | 0      | 0           |                    |
| Total Passenger Trips (sum of 1a thr 1d)   | 0           | 0      | 0      | 0      | 0           | 0      | 0      | 0      | 0           | 0      | 0      | 0      | 0           | 0      | 0      | 0      | 0           |                    |
| 2. Total Unique Persons Served per Period<br><i>Of the above (2), how many military service personnel or veterans were served?</i> |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 3. Total Project Vehicle Service Hours   |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 4. Total Project Vehicle Service Miles   |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| <b>OTHER OPERATING DATA</b>  |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 5. Number of vouchers distributed  |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 5a. One-way trips supported by vouchers (est.)   |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 5b. Unique persons receiving vouchers (est.)   |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 5c. Number of agencies participating in voucher program  |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 6. Miles reimbursed per Period   |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 6a. One-way trips supported  |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 6b. Unique persons traveling on mileage reimbursement (riders only)  |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 7. Mobility Mgmt & Travel/Sensitivity Trng hrs per Period  |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 8. Mobility Mgmt & Travel/Sensitivity Trng contacts per Period   |             |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| <b>FINANCIAL DATA</b>  |             |        |        |        |             |        |        |        |             |        |        |        |             |        |        |        |             |                    |
| 9. Award - Measure A Subsidy   | \$          |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 10. Farebox/Rider Donations  | \$          |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 11. Agency Cash Match/Other Contributions  | \$          |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 12. In Kind Contributions  | \$          |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 13. TOTAL REVENUE (sum of items 9 thru 12)   | \$          |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 14. TOTAL OPERATING COST   | \$          |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |        |        |        | 0           |                    |
| 15. Net Expenses (Item 14 minus Item 13)   | \$          | \$ -   | \$ -   | \$ -   | 0           | \$ -   | \$ -   | \$ -   | 0           | \$ -   | \$ -   | \$ -   | 0           | \$ -   | \$ -   | \$ -   | 0           |                    |

16. Milestone Progress

|          |                    |                |
|----------|--------------------|----------------|
|          | Completed?         | Date Completed |
| a. _____ | YES _____ NO _____ | _____          |
| b. _____ | YES _____ NO _____ | _____          |
| c. _____ | YES _____ NO _____ | _____          |
| d. _____ | YES _____ NO _____ | _____          |

Please provide any additional comments that you would like to make. For example, if your "farebox/donations" have increased significantly and/or ridership has increased or decreased, we would like to know why.  
**MUST PROVIDE QUARTERLY:** 1. A short quarterly status update of the project. (4-5 sentences) 2. A quarterly quantitative update of the project (i.e. one-way trips, provided/supported, unique persons served, persons trained, mobility manager hours, etc.).

Qtr1 \_\_\_\_\_  
 Qtr2 \_\_\_\_\_  
 Qtr3 \_\_\_\_\_  
 Qtr4 \_\_\_\_\_

## **EXHIBIT D-2 – QUALITATIVE REPORTING REQUIREMENTS**

### **Potential Survey Questions To Collect Demographic And Satisfaction Data From Universal Call Project Beneficiaries**

***NOTE: A consumer-oriented survey activity is required at least once annually during the funded project term. The following data elements are representative of the kinds of information that may be collected. Alternative data elements may be collected with the approval of RCTC staff.***

#### **Potential Data Elements**

- ◆ Demographic Characteristics of Program Beneficiaries (end users, passengers)
  - Age (ask for current age...it can be categorized as needed later).
  - Income (suggested categories, required for JARC-funded projects; options for others)
    - (1) Less than \$10,000    (2) \$10,000 to \$14,999    (3) \$15,000 to \$19,999
    - (4) \$20,000 to \$24,999    (5) \$25,000 to \$34,999    (6) \$35,000 to \$49,999
    - (7) \$50,000 to \$74,999    (8) \$75,000 to \$100,000    (9) More than \$100,000
  - Employment Status (employed full or part time, student full or part time, retiree, unemployed, unable to work due to disability)
  - Ethnicity (optional)
- ◆ Trip Purpose? (work, school, medical, social service visit, adult day care, shopping, etc.)
- ◆ How would trip be made without this service? (would not be made, would get a ride, walk, bike, drive, etc.) What challenges/difficulties would there be in making the trip without this service?
- ◆ How did you make this trip previously?
- ◆ Has service/program provided the user with new opportunity? (define response categories based on objectives of program: new employment, school/training, better access to medical care)
- ◆ How satisfied is the user with the service being provided or subsidized? (5=completely satisfied, 4=somewhat satisfied, 3=neutral, 2=somewhat dissatisfied, 1=very dissatisfied)
  - Overall Satisfaction
  - How well the service meets their transportation needs
  - Timeliness/Reliability of service
  - Convenience of service
  - Travel time
  - Courtesy of Service Employees
  - Cost of Service

#### **Potential Data Collection Methods**

- ◆ Fixed Route or Vanpool program: Distribute a self administered survey form to passengers on the vehicle along with a business reply mailback envelope (no postage necessary).
- ◆ Demand Response Service or TRIP program: Interview participants by phone (best) or mail them a survey form with a business reply mailback envelope.
- ◆ Voucher program: Handout survey, prepared as a self-mailer or with a reply envelope along with voucher.
- ◆ Travel Training Program: Ask participant to complete evaluation form at end of training.

## EXHIBIT "E"

### FEDERAL CONTRACT CLAUSES

The following extract is taken from the Federal Transit Administration Best Practices Procurement Manual (BPPM), Appendix A.1, "Governing Documents."

Except as otherwise specified in the BPPM, the provisions below apply to and flow down from Riverside County Regional Medical Center ("Subrecipient") to contractors of Subrecipient. As used herein, the term "Contractor" or "contractor" refers to Subrecipient and/or any contractors of Subrecipient, as applicable. Fund recipients and subrecipients are directed to this manual for the full text of these contract clauses. The manual can be found on-line at:

[http://www.fta.dot.gov/funding/thirdpartyprocurement/grants\\_financing\\_6037.html](http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html)

1. **Fly America** - Not Applicable [applies only to international air travel]
2. **Buy America** - Not Applicable [applies to construction or acquisition of rolling stock valued at more than \$100,000]
3. **Charter Service Operations** - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**School Bus Operations** - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. **Cargo Preference** - Not Applicable [applies to transport by ocean vessels only]
5. **Seismic Safety** - Not Applicable [applies to construction of new buildings or renovation of or additions to existing buildings]
6. **Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**7. Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**8. Bus Testing** – Applies to acquisition of rolling stock or turnkey provision of passenger transportation services including vehicles.

**9. Pre-Award and Post Delivery Audit Requirements** - Applies to acquisition of rolling stock or turnkey provision of passenger transportation services including vehicles.

**10. Lobbying** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_ [INSERT NAME], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**11. Access to Records and Reports** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller

General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

**12. Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**13. Bonding** – Not Applicable [applies to construction or facility improvement contracts only]

**14. Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**15. Recycled Products** – Not Applicable [applies to contracts procuring certain products designated by EPA in quantities of \$10,000 or more.]

**16. Davis-Bacon and Copeland Anti-Kickback Acts** – Not Applicable [applies to any construction project exceeding \$2,000 in value]  
**17. Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** – Riverside Transit Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**18. [Reserved]**

**19. No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the

underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **20. Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**21. Termination** –Subrecipient shall include the requirements of this section, or other similar provisions consistent with FTA requirements, in all contracts exceeding \$10,000 except for those with non-profit agencies and institutions of higher education, for which the threshold amount is \$100,000, and funded with JARC or NF funds provided under this Agreement. The provisions below setting forth payment upon termination shall apply to **Riverside County Regional Medical Center** in the case of any termination of the Agreement, pursuant to Section 9.2, for cause or convenience.



a. Termination for Convenience (General Provision) The Subrecipient may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Subrecipient to be paid the Contractor. If the Contractor has any property in its possession belonging to the Subrecipient, the Contractor will account for the same, and dispose of it in the manner the Subrecipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Subrecipient may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Subrecipient that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Subrecipient, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The Subrecipient in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

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

d. Waiver of Remedies for any Breach In the event that Subrecipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Subrecipient shall not limit Subrecipient's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The Subrecipient, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Subrecipient shall be

liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Subrecipient may terminate this contract for default. The Subrecipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Subrecipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Subrecipient may terminate this contract for default. The Subrecipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Subrecipient goods, the Contractor shall, upon direction of the Subrecipient, protect and preserve the goods until surrendered to the Subrecipient or its agent. The Contractor and Subrecipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Subrecipient.

h. Termination for Default (Construction) – Not Applicable

i. Termination for Convenience or Default (Architect and Engineering) – Not Applicable

j. Termination for Convenience of Default (Cost-Type Contracts) – Not Applicable

## **22. Government-Wide Suspension and Debarment (Nonprocurement)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as

defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Riverside Transit Agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available Riverside Transit Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**23. Contracts Involving Federal Privacy Act Requirements** - The following requirements only apply if the Contractor maintains files on drug and alcohol enforcement activities for FTA. See requirement 31.

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**24. Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**25. Breaches And Dispute Resolution** – Subrecipient shall include the requirements of this section, in substantially the form contained herein, in all contracts exceeding \$100,000.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Riverside Transit Agency and RCTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representatives. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representatives shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Riverside Transit Agency and RCTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Riverside Transit Agency, RCTC, and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Subrecipient is located.

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

**26. Patent and Rights in Data** – Not Applicable [Applies to research/development work]

**27. Transit Employee Protective Provisions** – Applies only to contracts with FTA-recognized transit operators.

(1) The Contractor agrees to comply with the applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R.

Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## **28. Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Riverside Transit Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

**29. [Reserved]**

**30. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Riverside Transit Agency requests which would cause Riverside Transit Agency to be in violation of the FTA terms and conditions.

**31. Drug and Alcohol Testing** – Recipients or subrecipients that receive only JARC, New Freedom, or Section 5310 assistance are not subject to FTA’s Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver’s Licenses (CDLs) (49 CFR part 382). JARC recipients and subrecipients that also receive funding under one of the covered FTA programs should include any employees funded under JARC projects in their testing program.

BOARD OF SUPERVISORS

Page 2

**SUBJECT:** Amendment to the Professional Services Agreement between DaVita, Inc. d/b/a Renal Treatment Centers – California, Inc. and Riverside County Regional Medical Center

**BACKGROUND:**

Since October 1996, Riverside County Regional Medical Center (RCRMC) has contracted with DaVita, Inc. d/b/a Renal Treatment Centers for dialysis services. On August 10, 2010, Agenda Item #3.53, the Board recently approved the multi-year agreement with DaVita, Inc. to provide dialysis services for the hospital. Renal Treatment Center, subsidiary of DaVita, Inc. is the only area provider that offers complete dialysis treatment services for RCRMC's acute dialysis inpatients.

Renal Treatment Center is located on the RCRMC's campus and provides trained staff and equipment for all the chronic and acute inpatient and outpatient dialysis treatments as required by the hospital, providing immediate response time and support for RCRMC's patients.

Hemodialysis is the most frequently used procedure under the current contract; in addition, utilization of Davita's discharge planning service has heightened as well. The hospital anticipates these services will continue to escalate.

**PRICE REASONABLENESS:**

Davita certifies that the prices offered are the lowest or equal to those offered to customers in San Bernardino or Riverside Counties whose annual treatment volume is comparable to RCRMC, and offered to Federal, State or Local Government Contracts. In addition, the rate offered through this extension will remain at the same rate as the current contract, with 1% increase on the 5<sup>th</sup> year. Overall, their rates have not changed for 4 years.

Should a competitor arise in the area, the County will exercise its right to competitively bid this service.

**REVIEW/APPROVAL:**

County Purchasing  
County Counsel

DB:ns



**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT**

**WITH**

**RENAL TREATMENT CENTERS – CALIFORNIA, INC.**

(Hemodialysis Treatment Services)

That certain Acute Services and Discharge Planning Services Agreement (the “Agreement”) between Riverside County Regional Medical Center (“COUNTY”) and **Renal Treatment Centers – California, Inc.**, a Delaware corporation and Patient Pathways, LLC, a Delaware limited liability company collectively “CONTRACTOR”), executed August 10, 2010; , first amendment executed February 9, 2011, and second amendment executed July 31, 2012, is hereby amended effective as of the date of the latter of August 1, 2013 or the date of final signature below (the “Effective Date”) in order to effect the following:

1. Delete **Section 3.1 TERM** in its entirety and replace it with the following:

“This Third Amendment extends the period of the Agreement for five (5) additional one-year periods effective as of the later of the Effective Date or August 1, 2013, with the option to be reviewed through the County’s annual renewal process, upon written consent of the parties hereto, in one-year increments, unless terminated as otherwise provided herein.”

2. Delete the first paragraph of **Section 4.0 Compensation** in its entirety (but including its subsections 4.1 through 4.5) and replace it with the following:

“The County shall pay the Contractor for services performed and expenses incurred in accordance with the established terms of Exhibit B, Fee Schedule, as attached this Third Amendment. The fee schedule shall be increased by one percent (1%) on August 1, 2017. Maximum payments by County to Contractor shall not exceed one million four hundred thousand dollars (\$1,400,000) annually. In the event the County’s obligation is likely to exceed such amount, County shall notify Contractor and if the County fails to increase funding for any Services ordered. Contractor may terminate the Agreement, effective upon thirty (30) days prior written notice. Contractor shall not be obligated to provide any Services which would result in County owing an amount in excess of the above referenced amount.”

3. All references to “DaVita, Inc.” in the Agreement shall be deleted in their entirety and replaced with “DaVita HealthCare Partners Inc.”
4. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

CONTRACTOR  
**Renal Treatment Centers –California, Inc.**

By: 

\_\_\_\_\_  
Bina Joban Baxi

\_\_\_\_\_  
Group Vice President

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE

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

\_\_\_\_\_  
Type or Print Name

Chairman  
\_\_\_\_\_  
Type or Print Title

Date: \_\_\_\_\_

CONTRACTOR  
Patient Pathways, LLC

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

\_\_\_\_\_  
Rodney White

\_\_\_\_\_  
Vice President

Date: \_\_\_\_\_

APPROVED TO FORM:

By: 

Margaret Howell Benson  
Group General Counsel

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

CONTRACTOR  
Renal Treatment Centers -California, Inc.

COUNTY OF RIVERSIDE

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

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

\_\_\_\_\_  
Bina Joban Baxi

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Group Vice President

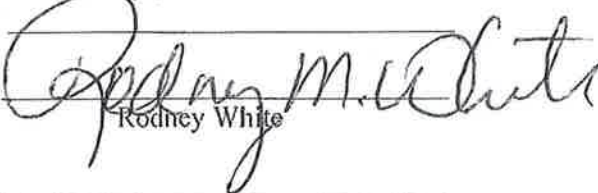
Chairman  
\_\_\_\_\_  
Type or Print Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR  
Patient Pathways, LLC

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis 7/26/13  
NEAL R. KIPNIS DATE

By: \_\_\_\_\_  
  
Rodney White

\_\_\_\_\_  
Vice President

Date: 7/15/13

APPROVED TO FORM:

By: Margaret Howell Benson  
Margaret Howell Benson  
Group General Counsel

**EXHIBIT B**

**FEE SCHEDULE**

**RENAL TREATMENT CENTERS – CALIFORNIA, INC.**

*NOTE: the fees listed in the schedule set forth below include services provided to non-admitted persons who are kept at COUNTY for observational purposes for a period of less than twenty-four (24) hours without being admitted at that time.*

| <b>PROCEDURE</b>   | <b>RATES</b><br>(Effective 08/01/12) |
|--|--------------------------------------|
| <b><u>Hemodialysis:</u></b>  |                                      |
| Hemodialysis-Adult: 1:1 patient to staff ratio, up to 4 hours                            | \$464.10 per treatment               |
| Hemodialysis: additional charge per half hour for treatments ordered longer than 4 hours | \$51.00 per ½ hour                   |
| <b><u>Peritoneal Dialysis (PD: CAPD, CCPD)</u></b>                                       |                                      |
| CCPD-Adult (per treatment visit) (1)   | \$234.60 per treatment visit         |
| CAPD-Adult (per treatment visit) (1)   | \$234.60 per treatment visit         |
| <b><u>Continuous Renal Replacement Therapy (CRRT: SCUF, CVVH, CVVHD, CVVHDF)</u></b>     |                                      |
| CRRT-Adult (per day) (2)   | \$663.00 per day                     |
| CRRT cartridge (each cartridge separately billable)                                      | \$204.00 each cartridge              |
| <b><u>Nursing Services:</u></b>  |                                      |
| Dec clotting Central Venous Catheters (TPA)  | \$51.00 per ½ hour                   |
| RN Consultation (3)  | \$51.00 per ½ hour                   |
| <b><u>Miscellaneous:</u></b>   |                                      |
| Differential: Same Day Service (4)   | \$153.00 per treatment visit         |
| Differential: Weekends and Holidays (5)  | \$76.50 per treatment visit          |
| Cancellation: (6)  | \$306.00 per cancellation            |
| Waiting time (after first 15 minutes)  | \$51.00 per ½ hour                   |
| Patient Pathways   | Bundled                              |

## **EXHIBIT B**

### **Exhibit B Footnoted Descriptions**

- (1)** Includes CCPD equipment, dialysate, supplies and labor with minimum of 2 nursing visits per day
- (2)** Includes Fresenius CRRT equipment, labor and dialysate. Pre-dilution replacement solution is dispensed from COUNTY Pharmacy and is not included. Minimum of two (2) nursing visits per day required. Cartridges are charged separately.
- (3)** Any service authorized by the COUNTY that is not otherwise described in Exhibit B.
- (4)** Differential for "same day service called in after hours" will only be assessed for orders received after 5:00 pm on the day the treatment is to be performed.
- (5)** Observed Holidays are New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
- (6)** COUNTY to provide CONTRACTOR at least, four (4) hours advance notice of any cancellations prior to scheduled Service/procedure or Cancellation Fee applies.