AMADOR TRANSIT BOARD OF DIRECTORS

Thursday, June 7, 2018 – 9:00 A.M.

AMADOR COUNTY TRANSPORTATION COMMISSION OFFICES

Board Room

117 Valley View Way, Sutter Creek, CA 95642

AGENDA

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact Amador Transit System staff at (209) 267-9395 or (209) 267-1462 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting.

PLEDGE OF ALLEGIANCE

AGENDA: Approval of agenda for this date. Off agenda items must be approved by the Directors, pursuant to Government Code Section 54954.2.

<u>PUBLIC MATTERS NOT ON THE AGENDA:</u> Discussion items only, no action to be taken. Any persons may address the Board at this time upon any subject within the jurisdiction of Amador Transit; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Commission meeting. Please note - there is a five (5) minute limit per topic.

CONSENT AGENDA (Items 1-7): Note: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board Member(s).

- 1. Board Minutes, May 2018
- Ridership Analysis, April 2018
- Ridership Analysis, Amador-Sacramento Express, April 2018
- Vehicle Maintenance Report, April 2018
- 5. Performance Report, April 2018
- Budget/Expenditure Report, April 2018
- 7. Compliments, Complaints and Service Requests

8. GENERAL MANAGER VERBAL REPORT (Non-Action Items):

NONE

REGULAR AGENDA ITEMS:

- 09. Review and approve Amador Transit to enter into contract with Logisticare Services, LLC
- 10. **RESO 18-02:** Review and approve STA claim in the amount of \$283,335
- 11. **RESO 18-03:** Review and approve LTF claim in the amount of \$669,000
- 12. **RESO 18-04:** Review and approve Amador Transit application for FY 2019 5311 Operating Grant Funds in the amount of \$218,210
- 13. **CLAIMS**:
- ADJOURNMENT

AMADOR TRANSIT (AT) MINUTES May 3, 2018 – 9:00 a.m.

The Amador Transit Board of Directors met at the Amador County Transportation Commission (ACTC) Offices, 117 Valley View Way, Sutter Creek, California on the above date, and the following proceedings were had, to wit:

Present on Roll Call:

Tim Murphy, Vice Chairman Jon Colburn Richard Forster Dominic Atlan

Absent:

Brian Oneto, Chairman John Plasse

Also Present:

Patricia Maggie Amarant, AT General Manager John Gedney, ACTC Executive Director Nancy Champlin, ACTC Administrative Secretary Michele Demetras, Office of Rural Planning, Caltrans District 10

AGENDA:

<u>Motion:</u> It was moved by Director Forster, seconded by Director Atlan, and carried to approve the Agenda.

Ayes:

Murphy, Colburn, Forster, Atlan

Noes:

None

Absent:

Oneto, Plasse

<u>PUBLIC MATTERS NOT ON THE AGENDA:</u> Director Forster noted that Chairman Oneto was at a candidate's forum last night.

CONSENT AGENDA:

<u>Budget/Expenditure Report, March 2018:</u> Director Atlan asked about the Software Maintenance Fees (52400) and Professional Tech Services (52600) amounts being high. Ms. Amarant replied that the Software and Maintenance Fees are reimbursed through the Mobility Management grant. The software fees are for service and updates for the dispatch software. A reimbursement check was just received. The Professional and Tech Services are for the Chevy buses that are out of warranty.

<u>Motion:</u> It was moved by Director Atlan, seconded by Director Colburn, and carried to approve the Consent Agenda as discussed.

Ayes:

Murphy, Colburn, Forster, Atlan

Noes:

None

AMADOR TRANSIT DRAFT

Absent:

Oneto, Plasse

General Manager Report: None

REGULAR AGENDA:

Approve AT FY 2018/19 Final Budget: Ms. Amarant reviewed her staff report. Director Forster asked if drivers are required to go through training. Ms. Amarant replied "yes". The drivers are required to have safety training in order to retain their California driver's license. There is also an all-day training once a year by outside trainers on wheelchair lifts, spot chains, safety driving, etc.

<u>Motion:</u> It was moved by Director Forster, seconded by Director Atlan, and carried to approve the fiscal year 2018-19 final operating budget.

Ayes:

Murphy, Colburn, Forster, Atlan

Noes:

None

Absent:

Oneto, Plasse

Review and Approve New Addendum Adding Opioids to AT's Drug and Alcohol Policy:

Ms. Amarant reviewed her staff report. Director Foster asked what additions had been added to the policy. Ms. Amarant replied that it was basically changes to the drug testing panel by adding the word opioids and defining them. Director Forster commented that the resolution should reflect all of the changes. Ms. Amarant noted that an example resolution was received from USDOT.

Vice Chairman Murphy asked what happens if a person has a prescription for one of the opioids listed. Ms. Amarant replied that when an employee is prescribed medication, they have to inform the employer and supply a copy of the prescription which is then placed in their record. In most cases, an employee on an opioid is not fit to drive until that prescription is complete. If an employee is under a medical prescription and they are randomly chosen to be drug tested, the employer has 90 days to schedule the drug testing.

<u>Motion:</u> It was moved by Director Forster, seconded by Director Colburn, and carried to approve Resolution #18-01, Addendum to Amador Transit's Zero Tolerance Drug and Alcohol Policy to include Opioid category as required by USDOT, and the addition of the definitions of Alcohol Screening Device, Evidential Breath Testing Device, and Substance Abuse Professional.

Ayes:

Murphy, Colburn, Forster, Atlan

Noes:

None

Absent:

Oneto, Plasse

AMADOR TRANSIT DRAFT

Claims:

Motion: It was moved by Director Atlan, seconded by Director Forster, and carried to approve the claims list.

Ayes:

Murphy, Colburn, Forster, Atlan

Noes:

None

Absent:

Oneto, Plasse

Adjournment:

At 9:15 a.m. the Vice Chairman adjourned the meeting to Thursday, June 7, 2018 at 9:00 a.m. at the Amador County Transportation Commission Offices, 117 Valley View Way, Sutter Creek, California.

ATTEST:	Tim Murphy, Vice Chairman Amador Transit
Recording Secretary	

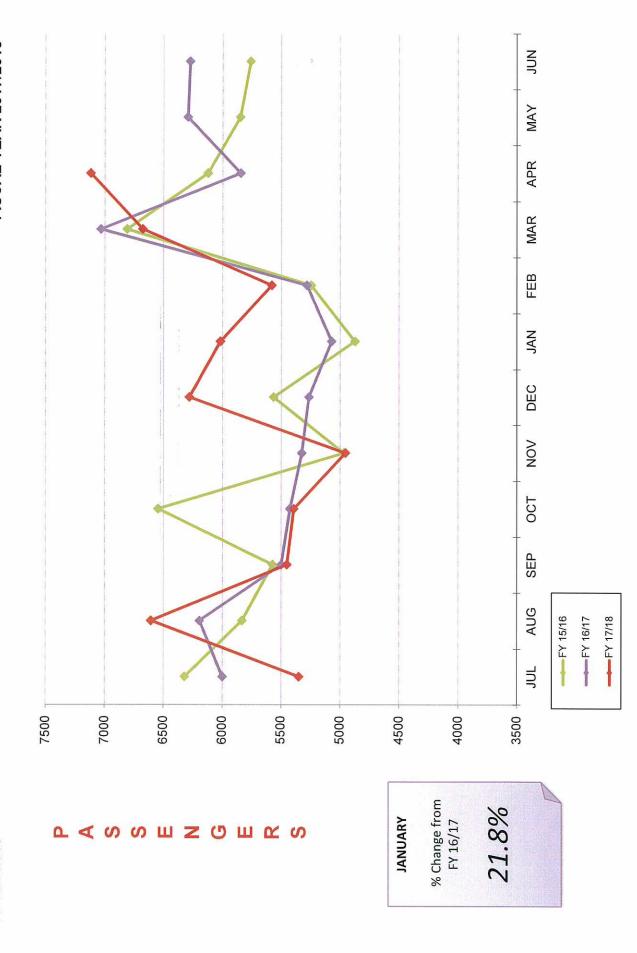
Note: Copies of referenced documents are available at the AT and ACTC offices.

AMADOR TRANSIT	MONTHLY
SERVICE SUMMARY	

April 2018

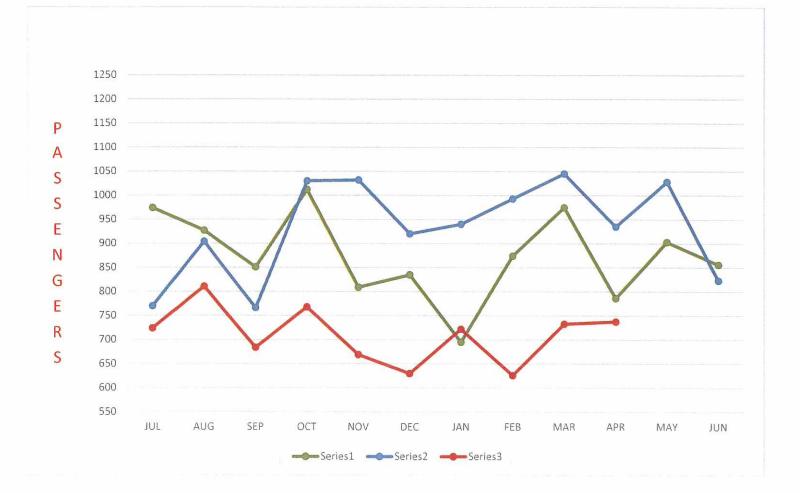
April	2010
FY 17/18	Service Days
	21
Sacramento	738
Upcountry	529
Plymouth	493
A - Shuttles 5-1 - 5-7	980
B - Shuttles 6-1 - 6-7	804
Ione	351
Dial-A-Ride	2,415
Special Events	809
TOTAL PASSENGERS	7,119
AV. DAILY	339
ADULT	1,684
SENIOR	712
PERSONS W/DISABILITIES	2,883
YOUTH	276
Non-Revenue-PCA	330
Non-Revenue - Child	62
Non-Revenue - Family Pass	32
Wheelchair	392
Bicycles	34
FARES PAID BY MONTH	I/DAY PASS
Monthly Pass	1,050
\$6 Day Passes Trips	87
\$6 Day Passes Sold	21
Cash Fares	\$3,225.17
FARES PAID BY PRE-PA	ID TICKETS
Pre-Paid Tix .50¢	
Pre-Paid Tix \$1.00	1,476
Pre-Paid Tix \$1.25	1=
Pre-Paid Tix \$1.50	23
Pre-Paid Tix \$2.00	103
Pre-Paid Tix \$2.50	2
Pre-Paid Tix \$3.00	108
Pre-Paid Tix \$4.00	33
Pre-Paid Tix \$7.00	33
Mileage	
Revenue miles	21,745
Non-Revenue miles	1350

RIDERSHIP ANALYSIS APRIL 2018



AMADOR-SACRAMENTO EXPRESS

MONTH	1 AMADOR/S	.1 SAC	1 AMADOR/S	.2 SAC	TOTAL
May 2017		409	125	383	1028
June 2017	101	316	113	293	823
July 2017	78	263	104	279	724
August 2017	99	305	105	302	811
September 2017	83	231	108	262	684
October 2017	90	272	117	289	768
November 2017	106	220	115	228	669
December 2017	85	190	127	228	630
January 2018	116	231	117	258	722
February 2018	94	214	103	215	626
March 2018	110	257	126	240	733
April 2018	111	259	113	255	738
Average Pass/day					
Month of February 2018	5.3	12.3	5.4	12.1	35.1



July 2015 to- date CUMULATIVE COST (over \$150)	\$4,839.00													
COST MONTH of April	\$70.03	\$70.03	\$924.72	\$389.86	\$477.63	\$600.00	\$828.00	\$409.00	\$269.00	\$275.00		\$434.00		\$275.00 \$160.00 \$1,228.00
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	REPLACED BLOWER FAN. WC INTERLOCK INOP. ELECTRIC PROB. PERMANENTLY OUT OF SERVICE		DRIVE TIRES X4	R&R FRON A/C COMPRESSOR	2 225/75/r16 Toyo's siped	2 A/C Compressors Back-pressure tube replaced, sensor cleaned, WC lift pendant replaced, fixed loose wire, replaced 3 bolts on manifold, removed on broken bolt.	Drive Tires 225/75/R 16	Steer tires 255/75r/16	Rear A/C Compressor.	Transmission service 9.5 qtrs1 interior and 1 in line filter	Replaced CPS female wire pig tail. Valve cover gaskets and glow plug/fuel	injector harness, repaired wires, hoses, AUX battery terminal connector	Replaced water pump, thermostat, turbo seals, MAP sensor hose. New	O-ring to oil dip stick to oil pan. Removed, cleaned turbo air intake, replaced seals Particulate filter cleaned. Reset red light. Replaced Flex hose Replaced steer and drive tires 245/75/R16
Dates	03 - 2018		10 - 2017	08 - 2017	05 - 2017	12 - 2016	09 - 2016	04 - 2016	03 - 2016	01 - 2016	01 - 2016		01 - 2016	12 - 2015 09 - 2015
REPAIR HOURS	2													
ODOMETER READING 0430/18*** TOTAL MILES MONTH OF APril	315,082 ODO 0 April													
VEHICLE DESCRIPTION *Automatic tire chains	*Bus #27 (diesel) 02 Ford 20-passenger 4 w/c													

VEHICLE DESCRIPTION *Automatic tire chains	ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	REPAIR HOURS	Dates	MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	COST MONTH of April	July 2015 to- date CUMULATIVE COST (over \$150)
VAN #201 (gas)	13,152 ODO			FIRE EXTINGUISHER	\$14.00	\$14.00
15 DODGE CARAVAN 1-WC, 5 passenger						
	393					
	April				\$14.00	
VAN #202 (gas)	12,862			FIRE EXTINGUISHER	41	\$14.00
15 DODGE CARAVAN	000					
1-WC, 5 passenger	:					
NON-REVENUE						
	388					
	April					
					\$14.00	
VAN #203 (gas) 17 DODGE CARAVAN 1-WC, 5 passenger	8,164 ODO			FIRE EXTINGUISHER	14	\$14.00
NON-REVENUE	663 April					
					\$14.00	_

July 2015 to- date CUMULATIVE COST (over \$150)	\$694.10							\$2,138.00			
COST MONTH of April	\$14.00			\$1,432.49	\$415.00	\$268.71	\$409.00	\$14.00		\$14.00	\$898.86 \$1,105.00 \$167.00 \$852.00
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	FIRE EXTINGUISHER 3.5 GALLONS OF DEF			Replace steering & drive tires. TOYOS 225/75/R16	repair to driver side step	replaced w/c lift outer roll stop cylinder, and adjusted	Replaced Steer tires	FIRE EXTINGUISHER			REAR TIRES 225/75/R16 BACK COUNTRY AT sent to Maita Chevy for electrical short repair hydruallic booster Replaced drive tires 225/75/R16 back country
Dates	04 - 2018			07 - 2017	03 - 2017	03 - 2017	03 - 2016				09 - 2017 05 - 2016 01 - 2016 10 - 2015
REPAIR	0.15										
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	67,126 ODO	**	1,361 April					70,084 ODO	1,510 April		
VEHICLE DESCRIPTION *Automatic tire chains	Bus #301 Diesel 13 Chevrolet	16-passenger 3 w/c						Bus #302 Diesel 13 Chevrolet	o-passeriger 5 w/c		

*

VEHICLE READING DESCRIPTION 04301f8** Automatic tire MONTH OF April	REPAIR HOURS	Dates	MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	COST MONTH of April	July 2015 to- date CUMULATIVE COST (over \$150)
136,374			FIRE EXTINGUISHER	\$14.00	\$18,903.05
000	0.15	04 - 2018	3.6 GALLONS OF DEF	\$10.40	
ŧ					
2,229					
April					

\$24.40

tear end Rebuilt K&T Truck invoice #4620 Maintenance transported bus \$4,233.08 quality DEF. 10 codes sent to Maita. Replaced NOX Sensor. Inv 58686 \$1,587.90 replaced NOX Sensor. Inv 58686 \$1,587.90 replaced left head light asy. \$231.00 REAR BRAKE SHOES \$2266.5 # \$82587 FROM MAITA DERATING QUILITY POOR. R&R DEF TANK \$1,316.69 TOYOTA OPEN COUNTRY HT 256/75/16 \$477.63 Replaced Wo lift outer roll stop cylinder \$280.04 Replace front right hub and wheel speed sensor \$180.00 Replace front right hub and wheel speed sensor \$180.00 Steer tires, TOYO siped 225/75/16 \$451.00 Replaced driver convex mirror \$180.00 Replaced parking brake shoes, right brake rotor \$180.00 Replaced parking brake shoes, right brake rotor \$180.00 Right and Left upper control arms replaced \$423.00 Z steer toyos & 4 back country rear tires \$1,338.00 I and rear brake pads, right rear rotor, azle shaft seal, bearing and fluid \$199.00 NOV 20 - Replaced brake hydro booster \$167.67 OCT 1 - 6 225/75/R16 Back Country Tires \$1228.12 \$1,228.00 July 17 - Steer tires Toyo 255/7/8/R16 \$470.00		\$249.00	July 22 - Replaced front brake rotors and pads, bled brakes, test drove \$249	
\$4,253.08 \$1,587.90 \$231.00 \$231.00 \$236.65 \$1,316.69 \$477.63 757.13 \$924.27 \$280.64 \$280.64 \$280.04 \$190.00 \$451.00 \$423.00 \$1,338.00 \$1,338.00 \$1,228.00 \$1,228.00 \$1,228.00 \$1,228.00		\$470.00	July 17 - Steer tires Toyo 255/75/R16 \$470	
\$4,253.08 \$1,587.90 \$231.00 \$236.65 \$1,316.69 \$477.63 757.13 \$924.27 \$280.64 \$280.64 \$280.94 \$167.00 \$451.00 \$451.00 \$451.00 \$451.00 \$1,338.00 \$1,338.00 \$1,338.00 \$1,338.00 \$1,338.00 \$1,228.00		\$203.00	OCT 1 - Replaced AUX and Main Batteries \$203.54	
£ 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	\$4,564.56	\$1,228.00	OCT 1 - 6 225/75/R16 Back Country Tires \$1228.12	
42. 22. 22. 22. 22. 23. 24. 25. 25. 25. 25. 25. 25. 25. 25. 25. 25		\$167.00	NOV 20 - Replaced brake hydro booster \$167	
2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2		\$409.00	Steer tires, 255/75/r16	
4.5. 8.5. 8.8. 8.8. 8.8. 8.8. 8.8. 8.8.		\$198.00	Replaced front and rear brake pads, right rear rotor, azle shaft seal, bearing and fluid	Replaced f
4.2. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8.		\$1,338.00	2 steer toyos & 4 back country rear tires	
4.28 8.28 8.28 8.28 8.28 8.28 8.28		\$423.00	Right and Left upper control arms replaced	
4.500.50 0000000		\$2,741.00	Maita replaced ring pinion, rear bearing to differential. INV #563195	
A C N N C N N N N N N N		\$190.00	Replaced parking brake shoes, right brake rotor	
4.5 2 2 3 3 3 3 3 3 3 3 3		\$451.00	Steer tires, TOYO siped 225/75/16	
4. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.		\$167.00	replaced driver convex mirror	
4. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.		\$280.94	Replace front right hub and wheel speed sensor	
4. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.		\$280.64	Replace front brake pads and rotors	
42.22.22.22.22.22		\$268.72	Replaced w/c lift outer roll stop cylinder	
. 1. 8 . 1. 8 . 1. 8 . 8 . 1. 8 . 8 . 1. 8 . 8		\$924.27	drive tires	
s s s		757.13	RADIATOR, AIR FILTER, DEXCOOL, HYDRO BOOSTER, POWER STEERING	RADIAT
s s s		\$477.63	TOYOTA OPEN COUNTRY HT 255/75/16	
v v		\$1,316.69	INVOICE # 582587 FROM MAITA DERATING QUILITY POOR. R&R DEF TANK	INVOICE
		\$266.65	REAR BRAKE JOB AND REPLACED LEFT PARKING BRAKE SHOES	
		\$231.00	replaced left head light asy.	
		\$1,587.90	poor quality DEF. 10 codes sent to Maita. Replaced NOX Sensor. Inv 58686	od
		\$4,253.08	Rear end Rebuilt K&T Truck invoice #4620 Maintenance transported bus	

11 12 12 13 14 14 15 15 15 15 15 15	VEHICLE DESCRIPTION *Automatic tire chains	ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	REPAIR HOURS	Dates	MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	COST MONTH of April	July 2015 to- date CUMULATIVE COST (over \$150)
12 - 2018 REPLACED BRAKE HYDRO BOOSTER \$168.78	vrolet senger 3 w/c	119,877 000 2,359 April	0.15	04 - 2018	FIRE EXTINGUISHER 4 GALLONS OF DEF	\$14.00	
10 - 2016 The Part of Part Carlo Brake Hydro Booster			1			\$25.56	
10 - 2017 2 steering open country TOYO'S 226/75/16 54121 12 - 2016				01 - 2018	REPLACED BRAKE HYDRO BOOSTER	\$186.78	
12 - 2017 20 2 steering open country TOYO'S 225/75/r16 5412.1 12 - 2016				10 - 2017	4 DRIVE TIRED TOYOS	\$950.86	
12 - 2016 New power sterring pump and drive belt installed \$128.00 10 - 2016 A/C Accumulator, p/s hose, a/c compressor seals filter, radiator and hom \$68.00 12 - 2016 A/C Accumulator, p/s hose, a/c compressor seals filter, radiator and hom \$68.00 13 - 2016 Replaced brake hydro booster. Added fluid \$197.00 14 - 2016 Replaced drive tires \$15.00 15 - 2016 Replaced drive tires \$15.00 16 - 2018 Replaced drive tires \$25.075/R16 Toyo siped \$19.20 17 - 2018 Replaced drive tires \$25.075/R16 Toyo siped \$19.20 18 - 2018 REPLACED DRIVER TIRES \$19.20 19 - 2018 REPLACED DRIVER TIRES \$19.20 11 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 TOYO \$19.20 12 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 12 - 2016 Replaced fluid that rool-stop cylinder replaced \$15.00 12 - 2016 Replaced fluid \$10.20 13 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 12 - 2016 Replaced fluid \$10.20 12 - 2016 Replaced fluid \$10.20 13 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 12 - 2016 Replaced fluid \$10.20 13 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 12 - 2016 Replaced fluid \$10.20 13 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 14 - 2016 Replaced fluid tires, Driver, branched \$19.20 15 - 2016 Replaced fluid tires, Driver, branched \$19.20 16 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 17 - 2016 Replaced fluid tires, Driver, branched \$19.20 18 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 18 - 2017 Drive tires, TOYOS HT, siped, balance, 225/FS/R16 \$19.20 19 - 2016 Replaced Drive tires, State tires roots on single \$19.20 19 - 2016 Replaced Drive tires, Driver, Driver				07 - 2017	2 steering open country TOYO's 225/75/r16	\$412.21	\$3,046.83
10 - 2016				12 - 2016	Replaced 2 steer tires, 4 drive tires	\$1,285.00	
07 - 2016				10 - 2016	New power sterring pump and drive belt installed	\$259.00	
12 - 2016 Replaced steer and Drive tires \$1,220.00 12 - 2015 Replaced brake hydro booster. Added fluid \$167.00				07 - 2016	A/C Accumulator, p/s hose, a/c compressor seals filter, radiator and horn	\$688.00	
12 - 2015 12 - 2015 Replaced brake hydro booster. Added fluid \$167.00				03 - 2016	Replaced steer and Drive tires.	\$1,228.00	
115,343 3.00 04 - 2018 PM - A \$0.00 3.4 GALLONS OF DEF \$9.83 4				12 - 2015	Replaced brake hydro booster. Added fluid	\$167.00	
115.343 3.00 04 - 2018 9.04				07 - 2015	Replaced drive tires 255/75/R16 Toyo siped	\$912.00	
3 0.15 04 - 2018 1,326 April 10.2 - 2018 10.2 - 2017 10 2017 10 2017 10 2017 10 2017 10 2017 10 2017 10 2017 10 2017 10 2016 10 2017 10 2017 10 2017 10 2016 10 2017 10 2016 10 2016 10 2017 10 2016 10 2017 10 2016 10 2016 10 2017 10 2016 10 20	5011	115,343	3.00	04 - 2018	PM-A	80.00	
1,326 1,326 April 102 - 2018 102 - 2018 103 - 2017 103 - 2017 103 - 2017 103 - 2017 103 - 2017 104 - 2016 105 - 2016 106 - 2016 107 - 2017 108 - 2017 109 - 2017 109 - 2017 109 - 2017 109 - 2017 109 - 2016 109 - 201	vrolet	ဗ	0.15	04 - 2018	3.4 GALLONS OF DEF	\$9.83	
1,326 April 02 - 2018 12 - 2017 03 - 2017 Condition by ATR REPLACED DRIVER TIRES 222/75/16 TOYO Street TIRES 224/75/16 TOYO Street TIRES 224/75/16 TOYO Street TIRES 224/75/16 TOYO Street TIRES 347/36 03 - 2017 Drive tires, TOYOS HT, siped, balance, 225/75/75/16 5 592.47 Condition to the root-stop cylinder replaced 57/100 12 - 2016 PM inspection, service. W/C lift outer root-stop cylinder replaced 57/100 12 - 2016 Replaced fan clutch, radiator 2 PS hoses, belt 57/400 Condition to the properties of the period of the p	sender 3 w/c	1			FIRE EXTINGUISHER	\$14.00	
road call to highway 88 E of lone bus towed in by ATR 8375.00 REPLACED DRIVER TIRES 225/75/16 TOYO 8988 89 STEER TIRES \$477.36 STAT.36 BOTH SIPPLY SIPPLY WARRANTY \$160.39 Drive tires, TOYOS HT, siped, balance, 225/75/RR 892.267 Malta Chevy repairs, invoice #56685 \$302.07 R&R tensioner belt \$184.75 PM inspection, service. W/C lift outer rool-stop cylinder repleced \$277.00 Replaced fan clutch, radiator 2 PS hoses, belt \$774.00 Steen tires toyos, not siped \$449.00 Replaced Drive Tires . \$319.00 Replaced Drive Tires . \$319.00	5.50	1,326 April					
road call to highway 88 E of lone bus towed in by ATR \$375.00 REPLACED DRIVER TIRES 225/75/16 TOYO \$898.86 STEER TIRES \$477.38 EGR REPAIR WARRANITY \$160.30 Drive tires, TOYOS HT, siped, balance, 225/75/716 \$302.67 Malta Chevy repairs, invoice #56685 \$302.67 R&R tensioner belt \$184.75 PM inspection, service, W/C lift outer rool-stop cylinder repleced \$277.100 Replaced fan clutch, radiator 2 PS hoses, belt \$774.00 Z steler tires toyos, not siped \$490.00 Replaced Drive Tires . \$319.00 Replaced Drive Tires . \$319.00					1	\$23.83	
REPLACED DRIVER TIRES 225/75/16 TOYO \$5998.89 STEER TIRES \$477.39 EGR REPAIR WARRANTY \$160.30 Drive tires, TOYOS HT, siped, balance, 225/75/R16 \$322.67 Maita Chevy repairs, invoice #56685 \$302.67 R&R tensioner belt \$184.75 PM inspection, service. W/C lift outer rool-stop cylinder repleced \$271.00 Replaced fan clutch, radiator 2 PS hoses, belt \$774.00 Replaced Drive Tires toyos, not siped \$490.00 Replaced Drive Tires toyos, not siped \$490.00 Replaced Drive Tires of \$250.00 Replaced Drive Tires . \$319.00				02 - 2018	road call to highway 88 E of lone bus towed in by ATR	\$375.00	
EGR REPAIR WARRANTY Drive tires, TOYOS HT, siped, balance, 226/75/f16 Maita Chevy repairs, invoice #56685 R&R tensioner belt R&R tensioner belt Replaced fan clutch, radiator 2 PS hoses, belt 2 steer tires toyos, not siped Replaced Drive Tires.				01 - 2018	REPLACED DRIVER TIRES 225/75/16 TOYO	\$898.86	\$12,987.72
EGR REPAIR WARRANTY Drive tires, TOYOS HT, siped, belance, 226/75/R16 Maita Chevy repairs, invoice #56885 R&R tensioner belt R&R tensioner belt Replaced fan clutch, radiator 2 PS hoses, belt 2 steer tires toyos, not siped Replaced Drive Tires. British bydronic boster				12 - 2017	STEER TIRES	\$477.36	
Drive tires, LOYOS H I, siped, balance, 225/1/5/K10 Matta Chevy repairs, invoice #56685 R&R tensioner belt R&R tensioner belt R&R tensioner belt Replaced fan clutch, radiator 2 PS hoses, belt 2 steer tires toyos, not siped Replaced Drive Tires. Replaced Drive Tires.				08 - 2017	EGR REPAIR WARRANTY	\$160.30	
R&R tensioner belt RR tensioner belt Replaced fan clutch, radiator 2 PS hoses, belt 2 steer tires toyos, not siped Replaced Drive Tires. Replaced Drive Tires.				03 - 2017	Drive tires, TOYOS H., siped, balance, 225/75/RT6 Matte Charty ranging #58686	\$922.67	
PM inspection, service. W/O lift outer rool-stop sylinder replaced Replaced fan clutch, radiator 2 PS hoses, belt 2 steer tires toyos, not siped Replaced Drive Tires. Replaced Drive Tires.				03 - 2017	Maita Cristy repails, ilivoide #30003	\$302.07	
Replaced fan clutch, radiator 2 PS hoses, belt 2 steer tires toyos, not siped Replaced Drive Tires . Replaced Drive Tires . Branke hydronic boster				12 - 2016	PM inspection service VV/C lift outer root-stop cylinder replaced	827100	
2 steer tires toyos, not siped Replaced Drive Tires. Brake hydronic booster				12 - 2016	Replaced fan clutch, radiator 2 PS hoses, belt	\$774.00	
Replaced Drive Tires . Replaced Drive Tires . Brank hydroide booster channel of the property				09 - 2016	2 steer tires toyos, not siped	\$449.00	
Brake hydronic booster				03 - 2016	Replaced Drive Tires .	\$819.00	
TOTAL MOST OF THE PARTY OF THE				11 - 2015	Brake hydronic booster	\$256.00	

118 COST July 2015 to- date MONTH CUMULATIVE of COST April (over \$150)		PM - B \$41.95	
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray FY 2016/2017			
Dates	04 - 2018	04 - 2018	
REPAIR HOURS	1.00	3.00	
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	121,711	odo	:
VEHICLE DESCRIPTION *Automatic tire chains	Bus #404 Diesel	13 Chevrolet	olu C ronnonna 3

07 - 2015 04 - 2016 11 - 2015 08 - 2015 07 - 2015 07 - 2018 04 - 2018	07 - 2015 04 - 2016 12 - 2015 11 - 2015 08 - 2015 07 - 2015 3.00 04 - 2018 0.00 04 - 2018
04 - 2016 04 - 2016 04 - 2016 11 - 2015 07 - 2015 11 - 2015 11 - 2015 07 - 2015 04 - 2018 04 - 2018	
	3.00

\$541.97	\$329.41		\$1,375.49	\$256.44				\$425.00		\$3,516.00			\$546.00		\$454.00
Hahns enigne repair blown spark plug invoice# JO43231 replaced fiar box wires ect	REPLACED ALTERNATOR AND PIG TAIL, REPLACED RUBBER GROMMET	replaced radiator 2 spark plugs coils and a heater hose	Steer and Drive tires	Replaced rear A/C compressor and repaired heater hose coolant leak	Throttle Body repair by ron dupratt ford	drive tires, 4 back country AT	Steer tires	Replaced alternator, EMF Shelld on TPS and TPS wire harness and EMS tape	road call to fuel card lock, alternator bearings failed, bus towed to shop	Hahn's reparis, invoice #34105	throttle body, gaskets	Replaced MAF sensor, test drove	Replaced 10 spark plugs and 10 coils with OEM parts	Replaced radiator, water pump, belt, belt tensioner, idler pully, and bearings	Replaced steer tires 255/75/R16
02 - 2018	08 - 2017	07 - 2017	06 - 2017	06 - 2017	05 - 2017	09 - 2016	08 - 2016	08 - 2016	08 - 2016	04 - 2016	04 - 2016	12 - 2015	11 - 2015	08 - 2015	07 - 2015

\$28.51

DESCRIPTION 04/30/18*** Automatic tire TOTAL MILES chains MONTH OF April	REPAIR HOURS	Dates	MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	COST MONTH of April	July 2015 to-date CUMULATIVE COST (over \$150)
(gas) 220,767 ODO			FIRE EXTINGUISHER	\$14.00	\$7,210.00
28-passenger 2 w/c					
1,492 April					
				\$14.00	
			2 STEER TIRES TOYO 19.5	\$884 D3	
			REPLACED 2 OIL COOLER LINES	\$178.35	
			R&R RADIATOR	\$632.11	
		10 - 2017	4 RE-CAP TIRES	\$722.66	
		10 - 2017	REPLACED REAR AC COMPRESSOR AND BELT; CHARGED SYSTEM	\$424.92	
		05 - 2017	upper alternatir	\$405.07	
		05 - 2017	replaced master brake cylinder, bled brake, steam cleaned ending	\$325.77	
		04 - 2017	Steer and drive tires Toyos	\$2,712.89	
		01 - 2017	Replaced brake hydraulic booster. 1 qt, Dextron VI, power steering, filter.	\$641.00	
		01 - 2017	Out of service @ Bett's	\$1,573.00	
		12 - 2016	Main, Aux batteries	\$233.00	
		00 2016	Electric plants	\$300,00	
		09 - 2016	mello invoice #31914 Transmission repair, torq converter rebuilt. R and L tie rod ends and drag link	\$1,696.00	
		06 - 2016	Replaced windshelld	\$405.00	
		11 - 2015	2 Steer tires from stock, 245/70/R19.5	\$938.00	\$215.00
		09 - 2015	245/70R19.5 Drive tires Toyos. Recap	\$757.00	
169,913		000	OUT OF SERVICE, TRANSMISSION PROBLEMS	00.00	
000	•				
28-passenger 2 w/c	0				
And					
L				\$0.00	\$9,292.02
		03 - 2016	Tested hatteries hoth tested had replaced	\$215.00	

92,194 1:00 04 - 2018 DRIVER TIRES 22.5 ON DISMOUNT OR REMOUNT SAVED \$10.00 2.694 6:06 2.694 6:06 2.2694 6:06 2.2694 6:06 2.2018 BUS STUCK IN THE SNOW MEDOW DR TOWED TO SAFE AREA \$250.00 2.2018 8 BUS STUCK IN THE SNOW MEDOW DR TOWED TO SAFE AREA \$250.00 2.2017 1.2 - 2017 1.2 - 2017 1.2 - 2017 1.2 - 2017 1.2 - 2017 1.2 - 2017 1.3 - 2017 1.4 - 2018 1.5 - 2016 1.5 - 2017 1.5 - 2017 1.5 - 2017 1.6 - 2017 1.7 - 2016 1.7 - 2016 1.8 - 2017 1.8	VEHICLE DESCRIPTION Automatic tire chains	ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	REPAIR HOURS	Dates	MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	COST MONTH of April	July 2015 to-date CUMULATIVE COST (over \$150)
10 - 2018 BUS STUCK IN THE SNOW MEDOW DR TOWED TO SAFE AREA \$250.00 12 - 2017]	92,194 ODO 2,694 606	3.50	04 - 2018 04 - 2018	DRIVER TIRES 22.5 ON DISMOUNT OR REMOUNT SAVED \$104.00 WC LIFT REPAIR. NO POWER TO OUTER ROLL STOP FIRE EXTINGUISHER	\$726.84 \$0.00 \$14.00	
02 - 2018 BUS STUCK IN THE SNOW MEDOW DR TOWED TO SAFE AREA \$250.00 12 - 2017 \$1.00						\$740.84	
Or - 2017 Front alc compressor \$164 53 10				02 - 2018 12 - 2017 10 - 2017	BUS STUCK IN THE SNOW MEDOW DR TOWED TO SAFE AREA STEER TIRES 255/TUR22.5	\$250.00 \$857.75 \$2,182.38	
02 - 2017 2 steer tires, 4 refreed \$ 05 - 2016 replaced coloant surge tank 04 - 2016 4 drive tires, 55570/L2.5 recap 07 - 2016 255700/L2.5.0 no biswount OR REMOUNT SAVED \$104.00 04 - 2018 DRIVE TIRES 22.5 ON DISWOUNT OR REMOUNT SAVED \$104.00 000 04 - 2018 DRIVE TIRES 22.5 ON DISWOUNT OR REMOUNT SAVED \$104.00 00 015 04 - 2018 RTEER TIRES 22.5 00 015 04 - 2018 REMLONS OF DEF FIRE EXTINGUISHER				07 - 2017	Front a/c compressor Drive Tires	\$184.53	\$3,333.46
100				02 - 2017	2 steer tires, 4 retread	\$1,839.00	
07 - 2015 100 04 - 2018 DRIVE TIRES 22.5 ON DISMOUNT OR REMOUNT SAFER TIRES 22.5 000 04 - 2018 STEER TIRES 22.5 015 04 - 2018 FIRE EXTINGUISHER				05 - 2016	replaced coolant surge tank 4 drive tires. 255/70/r22 5 recan	\$189.00	
1.00 04 - 2018 DRIVE TIRES 22.5 ON DISMOUNT OR REMOUNT SAVED \$104.00 0.00 04 - 2018 TRES 22.5 ON DISMOUNT OR REMOUNT SAVED \$104.00 0.00 04 - 2018 TRES 22.5 ON DISMOUNT OR REMOUNT OF DEF				07 - 2015	255/70/R22.5 Drive tires recaped	\$954.00	
0.00 04 - 2018 STEER TIRES 22.5 0.15 04 - 2018 4 8 GALLONS OF DEF FIRE EXTINGUISHER		97,397	1.00	04 - 2018	DRIVE TIRES 22.5 ON DISMOUNT OR REMOUNT SAVED \$104.00	\$726.84	
0.15 04 - 2018 4.8 GALLONS OF DEF FIRE EXTINGUISHER		000	0.00	04 - 2018	STEEER TIRES 22.5	\$912.75	
FIRE EXTINGUISHER		ŧ	0.15	04 - 2018	4.8 GALLONS OF DEF	\$13.87	
		2,364			FIRE EXTINGUISHER	\$14.00	

\$1,667.46

-		100100000000000000000000000000000000000
017	WINDSHIELD	\$182.12
710	TURBO ASSIST. DELTA FREIGHTLINGER REPAIR	\$2,378.55
017	DELTA TRUCK DIAGNOSED AND REPLACED CRANKCASE BREATHER FILTER	\$538.60
017	Fron and rear tires, 255/722.5	\$1,879.53
01-2017	Diagnostic check engine light, replaced batteries	\$150.00
016	Replaced left inside drive tire. Unrepairable damage	\$182.00
016	Steer tires	\$891.67
016	drive tires, recap-prepaid	\$776.33
016	2 group 31 batteries	\$359.00
016	Toyos Steer tires, 255/70/R22.5 Siped	\$890.00
010	December of the Section of the Control of the control of the Section ships	00 024.0

W _			
July 2015 to-date CUMULATIVE COST (over \$150)			
COST MONTH of April	\$14.00	\$14.00	
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	PM - A FIRE EXTINGUISHER		
Dates	04 - 2018		
REPAIR HOURS	8.00		
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	4,395 ODO 2,790 1,495		
VEHICLE DESCRIPTION *Automatic lire chains	Bus #505 (diese)		

MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	S Dates 04 - 2018	ES HOURS Dates
Dates 04 - 2018	20020-1200-0	REPAIR HOURS
	REPAIR HOURS	

\$45.50

\$0.00
PM - A \$0.0 REPLACED BOTH BATTERIES UNDER WARRANTY \$0.0 FIRE EXTINGUISHER \$14.0
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RE 207
Bus #507 (diesel) 2017 FREIGHTLINER
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\$14.00

July 2015 to-date CUMULATIVE COST (over \$150)			
COST MONTH of April	\$0.00 \$13.00 \$14.00	\$27.00	
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	PM - A 4.5 GALLONS OF DEF FIRE EXTINGUISHER		
Dates	04 - 2018		
REPAIR HOURS	0.15		
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	4,192 000 1,237 APRIL		

VEHICLE
DESCRIPTION
*Automatic tire
chains
Bus #508 (diesol)
2017 FREIGHTLINER

COST July 2015 to date MONTH CUMULATIVE Of COST April (over \$150)	\$4,023.00				\$0.00	light \$350.00	light \$170.00	ECM \$2,873.00	ansit \$630.00	PM - B \$59.70 \$16,780.40	TER \$37.70	HER \$14.00	
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017						R&R cleaned particulant filter, reset light	Replaced Drivers seat, and left head light	Removed eng. Installed, programmed rebuilt ECM	Bus towed from Alhambra, Sacramento back to Amador Transit	ld.	FUEL FILTER	FIRE EXTINGUISHER	
Dates						02 - 2017	05 - 2016	10 - 2015	09 - 2015	04 - 2018	04 - 2018		
REPAIR HOURS										3.00	0.50		
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	305,763 ODO	ŧ		April						279,140	000	ŧ	810
VEHICLE DESCRIPTION *Automatic tire chains	Bus #601 (diesel) 02 Glavel	32-passenger 2w/c	Sacramento							Bus #602 (diesel)	09 GMC	36-passenger 2 w/c	Sacramento Lease

12 - 2017	INVOICE # 21538 DAVIS TRUCK PAINTING REPLACED PANELING	\$4,284.14
08 - 2017	REPLACED REAR BRAKE PADS	\$165.00
12 - 2016	Replaced cracked exhaust pipe (manifold to turbo)	\$416.00
12 - 2016	Replaced Multy-function switch (OEM)	\$340.00
11 - 2016	Replaced main batteries	\$334.00
09 - 2016	Radiator, lower hose, cross over flow hose and coolant, clamps	\$830.00
08 - 2016	drive tires	\$806.00
05 - 2016	Rear A/C Compressor and V belt and 2 filter dryer	\$390.00
04 - 2016	steer tires, toyo siped 245/70/19.5	\$923.00
12 - 2015	Replaced brake hydronic booster, adjusted telma brake retarder switch,	
	pressure washed engine compartment and test drove	\$599.00
09 - 2015	Installed new lower A/C comp. both belts, main tensioner, idlers, towed	\$1,132.00
09 - 2015	Installed new PS pump, filter, rebuilt PS gearbox, New draglink installed	\$1,517.00
07 - 2015	Air filter lower housing, nut clip, mass air sensor, gromet and bushing,	
	test drive and road call	\$457.00
07 - 2015	PCM refurbished	\$419.00
07 - 2015	Hahn's Auto troubleshoot, diagnostic \$789	\$789.00
07 - 2015	Performance Chevy, EGR valve and cooler, both valve covers,	
	drained oil from intercooler, diesel exhaust filter, rest data, manual regen, test drive	\$7,127.00
07 - 2015	July 3 - Broken down on CA-16, towed to Performance Chevy \$425	\$425.00

July 2015 to- date CUMULATIVE COST (over \$150)	\$2,044.48 5 5 1	(g 0)
COST MONTH of April	\$726.84 \$912.75 \$73.75 \$15.61 \$14.00	\$1,758.56
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	DRIVE TIRES 255/70R22.5 RECAPS 255/70R/22.5 STEER TIRES PM - A PM - B 5.4 GALLONS OF DEF 5.4 GALLONS OF DEF FIRE EXTINGUISHER	DELTA TRUCK CENTER TRANSMISSION CODE INVOICE # R008105058:01
Dates	04 - 2018 04 - 2018 04 - 2018 04 - 2018 04 - 2018	02 - 2018
REPAIR HOURS	1.00 3.00 3.00 0.15 0.15	
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF APIII	56,185 ODO *** 3,965 April	
VEHICLE DESCRIPTION *Automatic tire chains	*Bus#701 (diesel) 2016 Freightliner - Glaval 33-passenger 2 w/c	

July 2015 to- date CUMULATIVE COST (over \$150)	\$99,381.13
COST MONTH of April	\$5,553.68
MAINTENANCE PERFORMED MONTH OF April 2018 Jobs exceeding \$150 performed since JULY 2015 (in gray) FY 2016/2017	
Dates	
REPAIR HOURS	3.30
ODOMETER READING 04/30/18*** TOTAL MILES MONTH OF April	26,853 April
VEHICLE DESCRIPTION *Automatic tire chains	TOTALS

LAST FY 2016/17 TO-DATE	56,611	6,953 25,011 1,872 60% 2,849 5%	219, 13,	\$1,231,216 \$21.75 \$21.75 \$5.60 \$105.21 \$91,406 \$41,200	
YEAR TO DATE	52,419	7,418 25,595 2,775 68% 2,356 4%	207 207 9,854 5.3 187,744 13,006 0.28	\$1,307,358 \$23.05 \$6.96 \$132.67 \$77,091 \$45,715	7,105 1,340 5.3 38,166 1,264 0.19 \$35,650 \$5.02 \$5.03 \$26.60 \$14,918
Apr-18	6,381	693 2,882 392 6% 276 276	21 21,054 1,311 0.30	\$124,473 \$18.93 \$5.91 \$155.79 \$5,940 \$8,617	738 137 5.4 3,965 128 0.19 \$3,652 \$4.95 \$0.92 \$2,140
Mar-18	5,944	3,012 404 70% 258 258	22 855 7.0 20,635 1,480 0.29	\$139,545 \$20.47 \$6.76 \$163.21 \$8,582 \$7,948	733 144 5.1 4,076 134 0.18 \$3,826 \$5.22 \$0.94 \$26.57 \$1,608
Feb-18	5,062	653 2,513 271 68% 233 4%	2,7,1	\$114,472 \$20.63 \$5.40 \$105.89 \$7,289 \$0	626 124 5.0 3,503 116 0.18 \$3,304 \$5.28 \$0.94 \$26.65 \$26.65 \$1,493
Jan-18	5,285	689 2,838 238 71% 212 24%	£ 6,5	\$149,943 \$26.40 \$6.46 \$127.61 \$6,756 \$4,204 8.89%	722 137 5.3 3,894 128 0.19 \$3,652 \$5.06 \$0.94 \$26.66 \$1,439
Dec-17	5,649	689 2,473 183 59% 295 5%	2, 7, 6	\$103,996 \$16.59 \$4.98 \$98.29 \$6,514 \$4,119	630 124 5.1 3,544 116 0.18 \$3,304 \$5.24 \$5.24 \$5.24 \$5.24 \$5.25 \$3,50 \$3,70 \$4,70 \$3,70 \$4
Nov-17	4,287	690 2,213 199 72% 232 5%	1,018 4.2 4.5 15,561 1,127 0.26	\$127,620 \$27.34 \$6.65 \$111.75 \$10,317 \$3,636	669 124 3,624 126 0.18 \$3,304 \$4.94 \$0.91 \$26.65
Oct-17	4,625	724 2,386 240 72% 253 5%	2, 6,	\$154,144 \$32.54 \$6.69 \$129.64 \$7,047 \$3,048 7.62%	768 137 5.6 3,875 127 0.20 \$3,652 \$4.76 \$0.94 \$26.66 \$26.66
Sep-17	4,767	721 2,294 248 68% 295 5%	20 20 995 4.8 17,663 1,183	\$87,180 \$14.50 \$4.49 \$99.29 \$8,667 \$3,734	684 131 5.2 3,811 122 0.18 \$3,478 \$5.08 \$0.91 \$26.55
Aug-17	5,793	918 2,643 313 67% 170	23 1,181 4.9 20,294 1,495 0.28	\$116,004 \$18.04 \$5.00 \$87.09 \$8,749 \$4,661 14.27%	811 151 5.4 4,236 144 0.19 \$4,000 \$4,000 \$4.93 \$0.94 \$26.49 \$26.49
Jul-17	4,626	871 2,341 287 76% 132	1,025 4.5 19,043 1,344 0.24	\$189,981 \$40.32 \$8.38 \$164.34 \$7,230 \$5,750 7.54%	724 131 5.5 3,638 123 0.20 \$3,478 \$4.80 \$26.55 \$1,083
,	RIDERSHIP-FIXED ROUTE/DAR FIXED ROUTE & DAR PASSENGERS	SENIORS (inc. SAC) DISABLED (inc. SAC) WHEELCHAIR (inc. SAC) %SENIORS / DISABLED (inc. SAC) YOUTH (inc. SAC) %YOUTH	OPERATIONS TOTAL SERVICE DAYS VEHICLE SERVICE HOURS PASSENGER PER HOUR VEHICLE SERVICE MILES PASSENGER PER MILES PASSENGER PER MILES	MONTHLY EXPENSES (Operating Costs) COST PER PASSENGER COST PER MILE COST PER HOUR REVENUE FAREBOX REVENUE (no Sac) ADVERTISING SALES FAREBOX RATIO (inc. SAC)	SACRAMENTO ROUTE PASSENGERS VEHICLE SERVICE HOURS PASSENGER PER HOUR VEHICLE SERVICE MILES VEHICLE NON-REVENUE MILES PASSENGER PER MILE OPERATING COST (Amador Cty to Sac Cty Line) COST PER PASSENGER COST PER MILE COST PER HOUR FAREBOX REV. (inc. TICKET SALES)

AMADOR TRANSIT STATEMENT OF NET POSITION

As of April 30, 2018

$\bar{\chi}$	Apr 30, 18
ASSETS Current Assets	
Checking/Savings	
11100 · 8786 Wells Fargo - Operating 11200 · 8794 Wells Fargo Savings Res	276,315.00
11210 · Fleet Reserve	407,707.75
11220 · Building Reserve	51,916.30
11230 · Equipment Reserve 11200 · 8794 Wells Fargo Savings Res - Other	37,147.80 142,910.49
Total 11200 · 8794 Wells Fargo Savings Res	639,682.34
11300 · 8802 Wells Fargo Savings-Grants 10200s · PTMISEA 10235 · Bus Purchase 10240 · Fleet Replacement Funds 10235 · Bus Purchase - Other	161,629.96 57,791.00
Total 10235 · Bus Purchase	219,420.96
10260s · MOA Facility Upgrades 10265s · Operating Imp (Shop Equipment)	165,408.00 7,010.82
Total 10200s · PTMISEA	391,839.78
11300 · 8802 Wells Fargo Savings-Grants - Other	(158,467.59)
Total 11300 · 8802 Wells Fargo Savings-Grants	233,372.19
11400 · Petty Cash	291.66
Total Checking/Savings	1,149,661.19
Accounts Receivable 12004 · Mobility Management 12010 · Grant Awards Receivable	61,728.00 18,155.00
Total Accounts Receivable	79,883.00
Other Current Assets	35,300.23
Total Current Assets	1,264,844.42
Fixed Assets 15100 · LAND 15200 · BUILDING 15300 · EQUIPMENT	100,000.00 1,264,822.27
15500 · COMPUTERS AND SOFTWARE	89,829.28
15300 · EQUIPMENT - Other	213,181.89
Total 15300 · EQUIPMENT	303,011.17
15400 · VEHICLES	1,786,182.13
16000 · ACCUMULATED DEPRECIATION	(2,178,771.00)
Total Fixed Assets	1,275,244.57
Other Assets 19000 · Deferred Outflow Pension	287,035.00

AMADOR TRANSIT STATEMENT OF NET POSITION

As of April 30, 2018

	Apr 30, 18
Total Other Assets	287,035.00
TOTAL ASSETS	2,827,123.99
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable	(4.444.40)
20000 · ACCOUNTS PAYABLE	(1,411.18)
Total Accounts Payable	(1,411.18)
Other Current Liabilities 20100 · Accrued Insurance Payable 21000 · Deferred Revenue PTMISEA 21200 · Deferred revenue Caltrans 21500 · Deferred Revenue Cal-OES 21600 · Unearned Revenue -STA 21700 · Unearned Revenue - LTF 22000 · Accrued Leave Balance 23000 · Accrued Payroll 23001 · Payroll Liabilities	16,909.00 735,286.01 18,155.00 41,698.06 464,709.74 601,164.00 35,043.34 16,434.25
23200 · SDI -Employer Paid 24001 · Direct Deposit Liabilities 25000 · CalPERS Classic Retirement 25020 · CalPERS 2@62 25100 · CalPERS 457 Plan 23001 · Payroll Liabilities - Other	638.82 87.93 7,952.31 5,131.29 395.00 8,618.94
Total 23001 · Payroll Liabilities	22,824.29
24020 · Medical 24021 · Aflac 24030 · Dental Liab 24040 · Vision Liabl	(634.62) (80.34) (116.57) 0.62
Total Other Current Liabilities	1,951,392.78
Total Current Liabilities	1,949,981.60
Long Term Liabilities 22400 · Pension Liabilty 26100 · Deferred Inflow Pension	926,576.00 66,524.00
Total Long Term Liabilities	993,100.00
Total Liabilities	2,943,081.60
Equity 31300 · INVESTED IN CAPITAL ASSETS 32000 · UNRESTRICTED NET ASSETS 32001 · *Unrestricted Net Assets 32005 · Amador Rides Fund Balance Net Income	1,275,244.57 (128,380.68) (279,220.95) 2,018.38 (985,618.93)
Total Equity	(115,957.61)
TOTAL LIABILITIES & EQUITY	2,827,123.99

Annual Budget vs. Actual April 2018 = 82% of year

1:04 PM 05/29/18 Cash Basis

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense Income 41000 · OPERATING REVENUE 41100 · FIXED ROUTE REVENUE 41200 · DIAL-A-RIDE REVENUE 41300 · SACRAMENTO SERV.CONTRACT	70,817.23 20,555.09 56,230.97	94,000.00 26,000.00 85,000.00	-23,182.77 -5,444.91 -28,769.03	75.3% 79.1% 66.2%
Total 41000 · OPERATING REVENUE	147,603.29	205,000.00	-57,396.71	72.0%
42000 · NON-OPERATING REVENUES 42100 · LOCAL TRANSP FUND(LTF)	614,250.91	00.000,699	-54,749.09	91.8%
42300 · 5311 Operating Assistance 42350 · 5316 Operating Assistance 42400 · 5310 Expanded Mobility	203,469.00 0.00 209,271.00	203,469.00 200,000.00 142,800.00	0.00 -200,000.00 66,471.00	100.0% 0.0% 146.5%
42500 · ADVERTISING CONTRACT 42700 · STATE TRANSIT ASSISTANCE	45,716.00 136,916.00	45,000.00 149,378.00	716.00 -12,462.00	101.6% 91.7%
44000 · REFUNDS & REIMBURSEMENTS 44100 · Interest	21,025.25 1,524.87			
Total 42000 · NON-OPERATING REVENUES	1,232,173.03	1,409,647.00	-177,473.97	87.4%
46060 · PROP 1B-CAL-EMA	26,510.00			
Total Income	1,406,286.32	1,614,647.00	-208,360.68	87.1%
Gross Profit	1,406,286.32	1,614,647.00	-208,360.68	87.1%
Expense 50010 · LABOR 50100 · SALARIES & WAGES - Fixed Route 50200 · SALARIES & WAGES - DAR 50300 · MAINT.& FACILITIES WAGES 50400 · ADMINISTRATIVE WAGES 50500 · OTHER SALARIES & WAGES	271,224.83 59,141.44 138,360.67 161,575.95 91,211.44	325,000.00 68,000.00 159,900.00 195,000.00 98,000.00	-53,775.17 -8,858.56 -21,539.33 -33,424.05 -6,788.56	83.5% 87.0% 86.5% 82.9% 93.1%
Total 50010 · LABOR	721,514.33	845,900.00	-124,385.67	85.3%
51000 · BENEFITS 51100 · FICA	11,069.17	12,500.00	-1,430.83	88.6%
51150 · PENSION PLAN (CaIPERS)	99,486.96	120,000.00	-20,513.04	82.9%
51200 · MEDICAL PLAN 51260 · DENTAL PLAN 51300 · VISION DI AN	45,630.82 3,565.61 780.12	59,000.00	-13,369.18 -1,434.39 -60.88	77.3% 71.3% 04.8%
51350 · WORKERS COMP INS 51420 · DISABILITY INSURANCE	64,636.00 5,797.26	00:000,67 7,000:00	-14,364.00 -1,202.74	81.8% 82.8%
51449 · FUTA (to be refunded) 51450 · UNEMPLOYMENT INSURANCE 51600 · UNIFORMS/WORK CLOTHES ALLOW 51650 · OTHER BENEFITS	18.24 8,124.53 4,023.48 1,264.37	11,500.00 3,500.00 3,500.00	-3,375.47 523.48 -2,235.63	70.6% 115.0% 36.1%

6 000

Annual Budget vs. Actual April 2018 = 82% of year

Cash Basis

1:04 PM 05/29/18

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
Total 51000 · BENEFITS	244,396.56	301,850.00	-57,453.44	81.0%
52000 · SERVICES & USER FEES				
52100 · VEHICLE TECH SERV-OUTSOURCE	27,260.91	14,000.00	13,260.91	194.7%
52150 · PROPERTY MAINTENANCE SERVICES	9,446.22	7,500.00	1,946.22	725.9%
521/0 · CONTRACT II SERVICES	711.00	0.000.00	-289.00	71.1%
52250 · LEGAL COUNSEL	902.10	3,500.00	-2,597.90	25.8%
52300 · ADVERTISING & MARKETING	6,705.63	12,000.00	-5,294.37	55.9%
52350 · LEGAL NOTICES	197.05	350.00	-152.95	56.3%
52400 · SOFTWARE MAINTENANCE FEES	8,150.00	3,000.00	5,150.00	271.7%
52420 · DRUG & ALCOHOL SERVICES	1,650.00	3,100.00	-1,450.00	53.2%
	4,302.60	4,000.00	379 13	62.2%
52500 - DEOFERSIONAL & TECH SERVICES	21 802 74	14 500 00	7 302 74	150.4%
52610 · Fees Bank, Merchant, Service	1,409.84	1,200.00	209.84	117.5%
Total 52000 · SERVICES & USER FEES	83,160.16	65,150.00	18,010.16	127.6%
53000 · MATERIALS & SUPPLIES CONSUMED				
53100 · FUEL	96,875.48	145,778.00	-48,902.52	%9:99
53150 · TIRES	14,497.74	20,000.00	-5,502.26	72.5%
53200 · LUBRICATION	3,781.34	6,000.00	-2,218.66	63.0%
53250 · TOOLS	1,079.37	1,500.00	-420.63	72.0%
53300 · VEHICLE MAINI-REPAIR PARIS	16,286.84	23,500.00	1,213.16	69.3%
53400 · VEHICLE ACCESSORIES	2,507.68	4,300.00	-1,992.32	35.7%
53425 • TOWING	950.00	2,500,00	-1.550.00	38.0%
53450 · FACILITIES MAINT/REPAIR PARTS	5,798.15	5,000.00	798.15	116.0%
53500 · TRANSIT CENTER SUPPLIES	441.99	1,000.00	-558.01	44.2%
53550 · OFFICE SUPPLIES	8,314.03	10,000.00	-1,685.97	83.1%
53650 · PRINTING (Schedules, Brochures)	2,702.28	10,000.00	-7,297.72	27.0%
53670 · COMPUTER PROGRAM & SUPPLIES	2,660.21	3,000.00	-339.79	88.7%
53700 · SAFETY & EMERGENCY SUPPLIES	489.29	1,000.00	-510.71	48.9%
53/50 · OTHER MATERIALS & SUPPLIES	1,116.49	00.006,1	-383.51	74.4%
Total 53000 · MATERIALS & SUPPLIES CONSUMED	158,322.72	236,278.00	-77,955.28	%0.79
54000 · UTILITIES	,		,	,
54100 · AT WATER/SEWER/GARBAGE	3,354.32	3,000.00	354.32	111.8%
54200 · AT -PGE	13,069.16	13,000.00	69.16	100.5%
54500 · IRANSII CIK/WAIEK/SEWEK/GAKB	6 242 20	1,500.00	-155.02	713.5%
54450 TRANSIT CENTER-INTERNET	2.318.27	2,100.00	218.27	110.4%
54500 · OFFICE PHONES/FAX/INTERNET	5,190.45	6,300.00	-1,109.55	82.4%
54550 · CELLULAR SERVICE	2,689.41	5,000.00	-2,310.59	53.8%
54700 · Wi-Fi (Sacramento Bus)	658.91	800.00	-141.09	82.4%
Total 54000 · UTILITIES	34,867.70	37,200.00	-2,332.30	93.7%
56000 · CASUALTY & LIABILITY COSTS 56100 · LIABILITY & PROPERTY DAMAGE INS	101,861.90	61,000.00	40,861.90	167.0%
Total 56000 · CASUALTY & LIABILITY COSTS	101,861.90	61,000.00	40,861.90	167.0%
		The Property of the Party of th	Deserge regularization and and	CONTRACT LANGE TO THE PROPERTY OF THE PROPERTY

AMADOR TRANSIT Annual Budget vs. Actual April 2018 = 82% of year

Cash Basis

1:04 PM 05/29/18

	Jul '17 - Apr 18	Budget	\$ Over Budget	% of Budget
58000 · MISCELLANEOUS (NEW) 58050 · DUES & SUBSCRIPTIONS 58200 · TRAVEL & MEETINGS 58300 · SAFETY PROCEDAM	1,415.18 2,461.89	2,750.00 4,000.00	-1,334.82 -1,538.11 -1,538.11	51.5% 61.5%
58400 · TRAINING-Seminars & Materials	1,599.08	2,250.00	-61.79	71.1%
58450 · CDL/ DOT MED/BkGrnd Checks	1,738.22	2,000.00	-261.78	86.9%
58500 · Penalties/Late Fees	458.52	200.00	-41.48	91.7%
58600 · Other Miscellaneous	704.14	2,000.00	-1,295.86	35.2%
Total 58000 · MISCELLANEOUS (NEW)	8,795.24	14,000.00	-5,204.76	62.8%
59000 · LEASES / RENTALS 59100 · Leases & Rentals	15,036.21	17,000.00	-1,963.79	88.4%
Total 59000 · LEASES / RENTALS	15,036.21	17,000.00	-1,963.79	88.4%
Total Expense	1,367,954.82	1,578,378.00	-210,423.18	86.7%
Net Ordinary Income	38,331.50	36,269.00	2,062.50	105.7%
Other Income/Expense Other Expense 60000 · CAPITAL OUTLAY 60125 · Cap.Reserve-Equip. LTF/STA 60150 · Cap.Reserve-Building LTF/STA 60175 · Cap.Reserve-Transit Veh.LTF/STA	23,427.17 735.49 108,883.82	30,676.00 30,199.00 312,642.00	-7,248.83 -29,463.51 -203,758.18	76.4% 2.4% 34.8%
Total 60000 · CAPITAL OUTLAY	133,046.48	373,517.00	-240,470.52	35.6%
60300 · CAL-OES PROP 1B	41,312.81	50,712.76	-9,399.95	81.5%
Total Other Expense	174,359.29	424,229.76	-249,870.47	41.1%
Net Other Income	-174,359.29	-424,229.76	249,870.47	41.1%
Net Income	-136,027.79	-387,960.76	251,932.97	35.1%

3-7-18 Up prou grados. Were man on town NEG







AT&T 🖘 🛠

Q Search





Elisabeth Davis Lucas ► Amador **Transit**

7 hrs · 🕙

The Amador transit dispatch is on top of it! Very helpful when looking for when the bus will arrive.







Amador Transit





SUBJECT: Professional Services Agreement with Logisticare Solutions, LLC

TO: Amador Transit Board of Directors

FROM: Patricia M. Amarant, General Manager

DATE: June 7, 2018

<u>RECOMMENDATION:</u> Review and approve General Manager to execute Professional Services Agreement with Logisticare Solutions, LLC

In August of 2016, AT's Board declined the recommendation to approve AT join Logisticare to provide Non-Emergency Transportation (NET) within Amador County, mainly due to the company not being established in California.

AT's legal counsel reviewed the contract and reimbursement rates and advised they saw no reason not to enter into the agreement, the contract is fairly standard. They did advise that we should ensure to be cognizant of the Liquidation Damages clause. AT's GM discussed this with Logisticare, unfortunately they are unable to remove or waive the Liquidated Damages clause as this is a mandatory requirement by all their clients: Managed Care Organizations, Medi-Cal, Medi Connect to name a few.

Common Ground Senior Services signed up with Logisticare almost 2 years ago and were happy to provide samples of the trip requests, daily trip log, and a sample of the online billing invoice for the boards' review. As a Logisticare transportation provider, Common Ground has seen an increase in their fare revenue while providing much needed NET services within Calaveras and Amador counties. Kathi Toepel, Associate Director and Rachelle Hall, Dispatcher will be available to help answer any questions

Amador Transit would be providing the same service it has been through Dial-A-Ride, except that any trips scheduled through Logisticare would be reimbursed at the rates listed in Exhibit B of the contract and would help increase our fare revenue for FY 18/19.

AT's GM recommends that the Board reconsider and approve the service agreement with Logisticare Solutions, LLC.



< Back to State Selection (/)

Welcome to the LogistiCare Facility website for California. This site hosts information that you may find useful in scheduling transportation for members of our clients. Currently, LogistiCare is contracted within California to manage select levels of transportation, when it is the financial responsibility of our clients, for:

- Alameda Alliance
- Anthem Blue Cross
 Medi-Cal
- Anthem Blue Cross
 Cal MediConnect
 (MMP)
- Blue Shield of California
- Brand New Day
- California Health & Wellness Plan
- Cigna
- Health Net CalViva
- Health Net
 Commercial HMO

- & Seniority Plus
- Health Net Medi-
- Health Net Cal MediConnect
- Health Net Cal MediConnect
- Health Net Special Needs Program (SNP)
- Health Net Special Needs Program (SNP)
- Humana Medicare

- L.A. Care Health
 Plan
- MHN
- Monarch CalOptima
- PacifiCare
- SCAN Health Plan
- SCAN Health Plan
- Stanford Healthcare Advantage
- United HealthCare (UHC) Medicare
- WellPoint Medicare



OUR COMMITMENT

We never lose focus on the human needs of our riders and the practical day-to-day challenges faced by their health care providers.

For more detailed information on phone numbers, forms, process and frequently asked questions (FAQs), refer to the additional tabs on this site. You may also contact our California Operations Office at 877-917-8166 (tel:877-917-8166) for more information or to schedule an in-service for your facility.

We recommend that you check this web site frequently for any updates or changes of information.

The form(s) on this site is stored in PDF format. Your computer must have Adobe Acrobat Reader installed for you to be able to read and print the forms. If you do not have a copy of Adobe Acrobat, you can download it for free at

www.get.adobe.com/reader/ (https://get.adobe.com/reader/)

Please select one of the links on the top navigation to use the features of the site.



CORE Expires 05/01/2020



5/31/18

Amador Transit Maggie Amarant General Manager

Dear Maggie,

Thank you for speaking to me about contracting in Amador County to serve your clients and our members living within Amador County.

Our current providers that assimilate Amador's goals include:

- Tehama County -Greenville Rancheria Health Center.
- Calaveras County- Common Ground Senior Services.
- Yuba City -AMPLA Healthcare

All of these transportation providers have a geographic origination and/or population they serve. LogistiCare helps to integrate private business, non-profit business, volunteer driver programs and public transit into our goals to serve members. The Executive Directors of at least two of the above mentioned will be happy to support with a letter of reference to the consistency in meeting our mutual goals; the third is a new start up with us, AMPLA Health.

Thank you,

Stan Phillips
Regional Manager-North
LogistiCare Solutions



229 New York Ranch Rd Jackson CA 95642
(209) 223-3015 Phone (209) 233-3641 FAX
San Andreas Office - 130 E St. Charles Street (209) 498-2246

www.commongroundseniorservices.org
Non Profit Tax ID # 68-0463039

April 9, 2018

Maggie Amarant Amador Transit 11400 American Legion Drive Jackson CA 95642

Dear Maggie,

Thank you for contacting and meeting with us regarding our LogistiCare contract. This letter will outline many of the pros with regards to working with this Agency that I hope will be helpful to Amador Transit.

As I mentioned at our meeting, LogistiCare was very helpful in assisting us with completing the contract, in addition to getting our drivers and vehicles certified. This process took us approximately six months before we were able to be a fully functional transportation provider for them.

Since April of 2017, we have had a contract with LogistiCare and we have developed a very good relationship with this Agency. In addition to being an income generator for Common Ground with LogistiCare providing us with consistent trips, they provide the following:

- Easy-to-use On-Line Portal for Routing, and Re-routing of trips
- · On-Line Portal for submission of Invoices
- Consistent updates on licenses, training, and re-certifications necessary for our drivers and vehicles
- Excellent telephone and on-line support

The only draw-back Common Ground has found with LogistiCare is that we are only given 24-hour notice of whom we will be transporting. This becomes an issue for us because we have rides that are scheduled at least two weeks in advance, and we might not be able to accommodate those transports that are sent to us through the portal. This may not be an issue with Amador Transit's Dial-A-Ride Program since it is my understanding that is the required reservation timeframe for that program.

Please let me know if I can provide you with any additional information. We look forward to working with Amador Transit as providers for this valuable program offered by LogistiCare.

Sincerely,

Kathi Toepel Associate Director



LogistiCare Transportation Provider Network

COMMON GROUND SENIOR SERVICES

Trips for Tuesday, May 08, 2018

LogistiCare⁻

01-	** NEW **		CC02 - Calaveras Age:
06:00 PU	Residence	Phy:	
06:57 DO	Dental	Phy:	
LOS: A Notes: 0	CPay: \$0.00 PC ESCORTS///ATS///WILL CALL	A: 0 AEsc: 0 CEsc: 0	Seats: 0 Miles: 18
01	A ** NEW **		CC02 -
10:00 PU	Residence	Phy:	Age:
10:25 DO	Facility	Phy:	Table 0000 1000
DO Dir: 9	all before to advised of a		
Notes: EW	C// non transferable// Lif	t required// weight 26	0 height 5'9// ats// 0
01-	** NEW **		CC02 - Age:
11:30 PU	Facility	Phy:	Age.
12:25 DO	Residence	Phy:	(00)
	CPay: \$0.00 PC all upon arrival C// non transferable// Lif	A: 0 AEsc: 0 CEsc: 0	
01			ABC3 -
13:30 PU	Residence	Phy:	Age:
14:27 DO	Facility	Phy:	
LOS: A DO Dir:	S//O ESCORT// NO LYFT	A: 0 AEsc: 0 CEsc: 0	Seats: 0 Miles: 23
01-5000-			ABC3 - Calaveras
15:15 PU	Facility	Phy:	Age:
16:42 DO	Residence	Phy:	
LOS: A Notes: AT	CPay: \$0.00 PC S//0 ESCORT// NO LYFT	A: 0 AEsc: 0 CEsc: 0	Seats: 0 Miles: 28

CALIFORNIA DAILY TRIP LOG

Mail Invoices to: Legisticare Solutions California Claims 2552 West Erle Dr Sulte 101 Tempo, AZ 85282 (866) 567-6143

Q63451 Vehicle Number (Last six of the VIN) 9/10/2014 WEEK ENDING: LogistiCare

ABC Transportation

Provider Name:

Alexander Jones

DRIVER'S NAME (as it appears on drivers license)

	ľ			T	T	T	T	T	T	
Recipient's Signature	Member change read	Member should sign the	Member should sign field	Momber should sign Here	Mombal Should Sign Refe	Member Stoud sign nere				
qinT 199 belli8 frinomA	11 \$ 21 00	11 \$ 21 00	25 \$ 34 30	25 \$ 34 30	3 € 10.00	200	1			
Total Trip Mileage	=	7	25	25			ľ			1
RX Stop		×			T		T	T	T	t
Drop-Off Firme	9:46	13:30 14:10	11:32	14:53 17:08	18:02		1	T	1	t
Pick-up Time	9:02	13:30	10:17 11:32	14:53	17:45 18:02		Ī	T		t
∢ ≩ ທ	4	<	3	3	3		T	T	T	t
Recipient's Name	Marget Johnson	Marget Johnson	Mark Smith	Mark Smith	Mark Smith					
LogistiCare Job# A or B										
Date of Service	9/5/2014 7123-A	9/5/2014 7123-B	9/6/2014 53-A	9/6/2014 53-B	9/6/2014 53-C					

"NOTE" Lag of transport—a lag of transport is the point of pick-up to the destination. Example: Priciting recipient up at residence and transporting to the doctor's office would be considered one lag; picking the mediance would be considered the second lag of the finishord must be doctorabled on separate frees. A algualize is required for each leg Driver's Comments.

I understand that LogistiCare Solutions will verify the accuracy of the mileage being reported and I hereby certify the information herein is true, correct, and accurate.

DRIVER'S SIGNATURE: Driver should sign here.



LogistiCare Transportation Provider Network

COMMON GROUND SENIOR SERVICES

LogistiCare Web Batch Report

LogistiCare

Batch Number: 501064957 Provider Number: 504044

Provider Name: COMMON GROUND SENIOR SERVICES

NOTE: Trip completion is subject to review and this report may not reflect the final payment. The estimated payment shown below used an average mileage for any trips with zero miles. This is only an estimate. Further research by the billing staff is needed.

Charges included on this billing document include all applicable state and local sales and use taxes applicable to this transaction.

You have finished a batch of completed trips successfully. Print and sign this report, attach all related driver logs and note any issues that need to be corrected by LogistiCare. Include this report and logs with your invoice.

Trip Date	Trip ID	Leg	LOS	PU Time	DO Time	Miles	Billed Amt.	Est. Payment	Notes
03/19/2018	2841	A	A	13:00	13:40	30	\$56.76	\$56.76	
03/19/2018	2841	В	Α	14:19	15:08	29	\$55.10	\$55.10	
03/19/2018	87468	A	W	08:45	09:25		\$21.08	\$21.08	Billing research required
03/19/2018	87468	В	W	10:45	11:25		\$21.08	\$21.08	Billing research required
03/20/2018	51408	A	A	10:30	11:30	43	\$78.34	\$78.34	-
03/20/2018	51408	В	A	12:50	14:30	44	\$76.68	\$76.68	
03/20/2018	51408	С	A	15:30	15:50	1	\$16.55	\$16.55	
03/20/2018	92855	A	A	08:07	08:43	18	\$36.84	\$36.84	
03/20/2018	92855	В	A	09:50	10:25	18	\$36.84	\$36.84	
03/20/2018	112630	A	A	13:46	14:13	14	\$30.20	\$30.20	
03/20/2018	112630	В	A	14:49	15:17	14	\$30.20	\$30.20	
03/21/2018	92014	A	W	15:30	16:15		\$116.06	\$116.06	Billing research required
03/21/2018	92014	В	W	17:15	17:35		\$116.06	\$116.06	Billing research required
03/21/2018	100830	A	A	13:45	13:52	1	\$16.55	\$16.55	
03/21/2018	100830	В	A	15:45	15:55	1	\$16.55	\$16.55	
03/23/2018	62987	A	A	18:15	19:05	34	\$101.40	\$101.40	
03/23/2018	95674	A	A	08:53	09:15	11	\$25.22	\$25.22	
03/23/2018	95674	В	A	10:51	11:32	11	\$25.22	\$25.22	
03/26/2018	62908	A	A	13:00	13:35	16	\$33.52	\$33.52	
03/26/2018	62908	В	A	15:00	15:30	16	\$33.52	\$33.52	



LogistiCare Transportation Provider Network

COMMON GROUND SENIOR SERVICES

LogistiCare Web Batch Report

LogistiCare⁻

Trip Date	Trip ID	Leg	LOS	PU Time	DO Time	Miles	Billed Amt.	Est. Payment	Notes
03/28/2018	6158	A	W	13:00	13:50		\$116.06	\$116.06	Billing research required
03/28/2018	6158	В	W	14:45	15:30		\$116.06	\$116.06	Billing research required
03/28/2018	72702	A	W	09:06	10:09	30	\$66.06	\$66.06	
03/28/2018	72702	В	W	11:38	12:38	30	\$66.06	\$66.06	
03/28/2018	80368	A	A	13:10	13:45	19	\$38.50	\$38.50	
03/28/2018	80368	В	A	14:50	15:40	19	\$38.50	\$38.50	
03/28/2018	100932	A	A	07:00	07:30	1	\$16.55	\$16.55	
03/28/2018	100932	В	A	08:30	09:00	1	\$16.55	\$16.55	
03/30/2018	82423	A	A	10:45	12:03	55	\$98.26	\$98.26	
03/30/2018	82423	В	A.	12:22	13:27	42	\$76.68	\$76.68	
03/30/2018	82423	С	A	14:13	14:53	24	\$46.80	\$46.80	

Summary

Total Number of Trip Legs Processed:

31

Provider Billed Amount:

\$1,639.85

Estimated Payment:

\$1,639.85

Average Billed Amount Per Paid Trip Leg: \$52.90

Average Est. Payment Per Paid Trip Leg:

\$52.90

Average Payment of Paid Trip Legs Per Level of Service (LOS)

LOS	Paid Legs	Avg. Billed Amount	Avg. Payment	
Ambulatory	23	\$43.54	\$43.54	
Wheelchair	8	\$79.82	\$79.82	

TRANSPORTATION AGREEMENT

(the "Agreement")

by and between

LOGISTICARE SOLUTIONS, LLC ("LGTC")

and	
	("Provider")

WHEREAS, LGTC provides transportation brokerage services to eligible Participants ("Participants") for the provision of non-emergency transportation services in the State of California under contract (the "Client Contract") to certain public agencies and/or private organizations ("Client"); and

WHEREAS, LGTC wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services; and

WHEREAS, Provider provides, among other things, non-emergency transportation services and wishes to enter into this Agreement for the provision of services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

- 1. <u>Definitions</u>. For purposes of this Agreement and all Exhibits, the following terms have the meanings as defined below:
 - a) "Agreement" shall mean this Transportation Agreement, including all exhibits, and incorporates by reference the California LGTC Provider Manual. Provisions of this Agreement shall prevail in the event of any conflict between this Agreement and any provision of the Provider Manual.
 - b) "Client" shall mean the party or entity with whom LGTC has a Client Contract. Although the singular form is used "Client" shall be understood as plural in the event that LGTC is under agreement with more than one party or entity in the state in which Provider operates.
 - c) "Client Contract" shall mean the agreement between LGTC and any other party or entity pursuant to which LGTC provides non-emergency transportation management services for covered Participants. Although the singular form is used "Client Contract" shall be understood as plural in the event that LGTC is under agreement with more than one party or entity in the state or states in which Provider operates.
 - d) "Criminal background check" shall mean a national search for criminal convictions

- and sex offender status during the past seven (7) years that is conducted by a nationally recognized credentialing organization that is pre-approved by LGTC, and conducted pursuant to LGTC's background check requirements.
- e) "Curb-to-curb" shall mean transportation service whereby the Participant meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.
- f) "Door-to-door" shall mean transportation service whereby the driver parks the vehicle and meets the Participant at the threshold of the primary entrance of the pick-up address; assists the Participant to and into the vehicle, and delivers the Participant to the threshold of the primary entrance of the drop-off address.
- g) "Group Trip" shall mean any trip that has the same pick-up address and time and same drop-off address and time as a trip for another Participant.
- h) "Shared Ride Trip" shall mean any trip that has the same pick-up address and time as a trip for another Participant and whose drop-off address and time are near enough that the two trips could reasonably share the same vehicle. "Shared Ride Trip" shall also mean any trip that has the same drop-off address and time as a trip for another Participant and whose pick-up address and time are near enough that the two trips could reasonably share the same vehicle.
- i) "Job number" shall mean a unique confirmation number generated by LGTC for each trip reservation for each date of service.
- j) "Multi-load" shall mean a situation in which more than one Participant is transported in a vehicle at the same time to the same or different drop-off addresses.
- k) "Participant" shall mean any individual covered under the terms of Client Contract and on whose behalf LGTC arranges or pays for transportation services.
- 1) "Reroute" shall mean a trip reservation that is refused by Provider and that is sent back to LGTC to be directed to a different transportation provider.
- m) "Ten-panel drug screen" shall mean a urine based drug test that screens for the use of Amphetamines, Barbiturates, Benzodiazepines (including Valium, Restoril, Xanax and Librium), Cocaine, Methadone, Methaqualone, Marijuana, Opiates and Phencyclidine (PCP), and Propoxyphene (Darvon).
- n) "Will call" shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Participant to the Provider (or LGTC) when he or she is ready to be picked-up after a medical appointment.

2. Responsibilities of LGTC.

Process Transportation Requests. LGTC will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule reservations, submit daily reservation requests to Provider (collectively referred to as a "Provider Manifest"), verify billing information or if necessary directs Provider to the correct billing entity, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, LGTC shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by LGTC, in its sole discretion, in the event that LGTC deems it necessary for the proper performance of its obligations under the Client Contract.

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In the event that the Client Contract so allows, and only in such limited situations, Client may contact Provider directly and arrange for transportation services for its own Participants. In such cases LGTC's responsibilities shall include creation of a retrospective Job Number for each such trip, verify billing information, and perform such other administrative functions as LGTC deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, LGTC and Client shall be under no obligation to provide Provider with a specific number of transportation requests. LGTC or Client may withdraw any trip request assigned to Provider, in their sole discretion, in the event that LGTC or Client deems it necessary for the proper performance of its obligations under the Client Contract. LGTC may notify Provider at any time that a trip arranged by a Client should be referred to a primary payer (e.g., Medicare or Medi-Cal) for payment or denial as a conditional step prior to submission of a claim for payment to LGTC.

- b) <u>Payments for Transportation</u>. LGTC shall pay Provider for its services at the rates and on the terms set forth in Exhibit B. Provider shall not invoice or require payment from Participants or the Client for such services.
- c) <u>Orientation.</u> LGTC shall offer to provide one or more orientation sessions for Provider staff, which will be offered at a LGTC regional office or the Provider's base of operations. Provider is responsible for ensuring that it and its employees understand all requirements and procedures for the provision of services pursuant to this Agreement.

3. <u>Responsibilities of Provider.</u>

- a) Administrative, Reservation Receipt, and General.
 - i) Provider shall comply with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
 - ii) Provider shall utilize only drivers and vehicles that are registered with and pre-approved by LGTC to perform services under this Agreement.
 - iii) Provider shall provide proof that all registered vehicles meet all minimum standards and requirements to perform services under this Agreement.
 - iv) Provider shall provide proof that all drivers and attendants have acceptable MVR, criminal background checks, and drugs screen records as set forth in the "Driver and Attendant Qualifications" section of this Agreement.
 - v) Provider shall ensure the safety of the Participants that it transports.
 - vi) Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher van, or non-emergency ground or air ambulance service.
 - vii) Provider shall provide curb-to-curb service as the standard service although door-to-door service may be required in certain circumstances.
 - viii) Provider shall establish and maintain both a telephone line and fax line for use by LGTC to contact Provider. Fax lines shall be equipped with a fax machine

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that provides reasonably unrestricted access to LGTC to send faxes to Provider. Provider shall receive trip reservations via fax or modem from LGTC each day and confirm the receipt thereof in a form acceptable to LGTC. For same day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and job numbers from LGTC by telephone.

- Provider shall transport Participants, adult escorts, transportation attendants, or personal assistants as applicable and in accordance with the specifications of the reservations provided by LGTC and the terms of this Agreement. Provider, upon consultation with LGTC, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of either Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
- x) Provider shall reroute trip assignment at least 24-hours prior to the scheduled pick-up time to allow LGTC to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time. In the event that Provider does not provide 24-hours notice and LGTC must make, as a result of the short notice, premium price alternate transportation arrangements, Provider will be responsible for any additional charges incurred by LGTC. These charges may be deducted from amounts owed to Provider. This provision does not apply to circumstances beyond the control of Provider (e.g., sudden vehicle breakdown or vehicle accident).
- xi) Provider will ensure that all information obtained regarding Participants in connection with this Agreement is held in strict confidence and is used only as required in the performance of Provider's obligations. (For further confidentiality requirements, see Exhibit C Business Associate Agreement.)
- xii) Provider shall promptly inform LGTC if a Participant is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
- xiii) Provider shall not discriminate against Participants in the delivery of services based on race, ethnicity, national origin, religion, sex, age, mental or physical disability or medical condition, such as ESRD, sexual orientation, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), genetic information, or source of payment.
- b) <u>Pick Up and Delivery Standards</u>. Provider shall provide transportation services that comply with the following minimum service standards. LGTC's or Client's staff, or their official agent, may ride on trips with the Participant to monitor service.
 - i) On time performance of scheduled pick-ups shall be the standard practice. "On time" means at the scheduled pick up time or up to fifteen minutes after that time. In addition, early arrival of the vehicle is permissible so long as no Participant is required to board the vehicle before the scheduled pick-up time. Arrival more than fifteen minutes after the scheduled pick-up time is considered a "late pick-up". The monthly average wait time for all pick-ups performed by Provider may not exceed 15 minutes after the scheduled pick-

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- up time and the actual wait time for any specific pick-up may not exceed 30 minutes after the scheduled pick-up time.
- ii) The driver shall make his presence known to the Participant upon arrival at the pick-up address and must wait at least ten (10) minutes after the scheduled pick-up time before the Participant may be considered a "no show". If the Participant is not present for pick up, the driver shall notify Provider's dispatcher before leaving the pick-up location and document the attempted pick-up on the daily trip log.
- Provider shall deliver the Participant to scheduled medical appointments within fifteen minutes of the appointment time, but no earlier than one (1) hour before the appointment time. Provider shall ensure that Participants are picked up at prearranged times for the return trip if the medical service provider follows a regular schedule. The prearranged times may not be changed by Provider or the driver without prior permission from LGTC. Provider's timely delivery of Participants to scheduled medical appointments may be included as a measure of on-time performance.
- iv) For "will call" return pick-up reservations from a medical appointment, the Provider shall arrive within one (1) hour after the time Provider is notified that the Participant is ready, or by the close of the business day for the medical service provider, whichever is earlier.
- v) If a delay of fifteen (15) minutes or more occurs in the course of picking up scheduled riders, Provider must contact waiting Participants at their pick-up points to inform them of the delay and the expected arrival time of the vehicle. Provider must advise scheduled riders of alternate pick-up arrangements when appropriate.
- vi) If a delay occurs that will result in a Participant being late for a medical appointment, Provider must contact LGTC who will notify the medical provider of the late arrival.
- vii) For same day hospital discharge reservations, Provider shall pick-up Participants within two hours after accepting the trip reservation from LGTC.
- viii) No Participant in a multi-load vehicle shall remain in the vehicle more than forty-five (45) minutes longer that the average travel time for direct transport from point of pick-up to destination.
- No more than 2% of Provider's assigned trips shall be late or missed pick-ups. Providers with greater than 1% of their assigned trips as missed pick-ups may have their trips reduced. Habitual failure to meet this standard shall be a material breach of this Agreement and may result in termination of this Agreement.
- An adult escort at least eighteen (18) years of age or older shall be permitted to accompany a child under eighteen (18) years of age, or an elderly or otherwise infirm Participant, and in some cases, an adult escort may be required to accompany the child. Provider shall, at no additional charge, transport an adult escort of a minor, elderly or infirm Participant if and as directed by LGTC. A minor Participant shall be transported in the rear seat or compartment of the vehicle and shall not be permitted to travel as a front seat passenger.
- xi) A transportation attendant or personal assistant may ride with a Participant if

- necessary to assist the Participant. The attendant or assistant shall assist the patient and the driver as requested.
- xii) Provider must allow service animals in the vehicle, as needed; however, other animals shall not be allowed on board the vehicle.
- General Vehicle Requirements. All vehicles utilized by Provider in the performance c) of services under this Agreement must meet the requirements listed below. Each vehicle is subject to an initial and bi-annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. All vehicles must be made available to Client or its agent(s) for inspection at any time. Inspections performed by LGTC do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may suffice as long as LGTC and Client have access to the inspection records, and the inspection standards meet or exceed those of this Any vehicle found non-compliant with the following inspection Agreement. standards, California licensing requirements, safety standards, California Highway Patrol, California Highway and Transportation Department, or ADA regulations, or other State or Federal laws or regulations shall be immediately removed from service and shall pass a re-inspected before it may be used to provide transportation services for Participants under this Agreement.
 - i) Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) regulations, as applicable for the type of vehicle utilized by Provider.
 - ii) The number of occupants in the vehicle, including the driver, shall not exceed the vehicle manufacturer's approved seating capacity.
 - iii) All vehicles shall have adequately functioning heating and air-conditioning systems and at all times shall maintain a temperature that is comfortable to the Participant.
 - iv) All vehicles shall have functioning seat belts and restraints as required by applicable law. All vehicles shall have an easily visible interior sign that states: "ALL PASSENGERS SHALL USE SEAT BELTS". Seat belts must be stored off the floor when not in use.
 - v) Provider shall have at least two seat belt extensions available in each vehicle.
 - vi) All vehicles shall be equipped with at least one seat belt cutter that is kept within easy reach of the driver for use in emergency situations.
 - vii) All vehicles shall have an accurate, operating speedometer and odometer.
 - viii) All vehicles shall have two exterior rear view mirrors, one on each side of the vehicle.
 - ix) All vehicles shall be equipped with an interior mirror for monitoring the passenger compartment.
 - x) The exterior of all vehicles shall be clean and free of broken mirrors or windows, excessive grime, major dents, or paint damage that detracts from the overall appearance of the vehicles.
 - xi) The interior of all vehicles shall be clean and free of torn upholstery, torn or damaged floor or ceiling covering, damaged or broken seats, protruding sharp edges, dirt or litter, oil, grease, hazardous debris, or unsecured items.
 - xii) All vehicles and equipment must be maintained and operated in accordance

- with the manufacturers' state and federal safety and mechanical operating and maintenance standards.
- xiii) All vehicles shall have Provider's business name displayed on both exterior sides of the vehicle.
- xiv) The vehicle license number and LGTC's toll-free and local phone numbers together with complaint procedures provided by LGTC shall be available in writing and stored in a clearly visible location in each vehicle for distribution to Participants upon request.
- xv) Smoking shall be prohibited in all vehicles at all times. All vehicles shall have an easily visible interior sign that states: "NO SMOKING".
- xvi) All vehicles shall carry a vehicle information packet containing vehicle registration, insurance card, original PSC cab card (as applicable), and accident procedures and forms.
- xvii) All vehicles shall be equipped with a first aid kit stocked with antiseptic cleansing wipes, triple antibiotic ointment, assorted sizes of adhesive and gauze bandages, tape, scissors, latex or other impermeable gloves and sterile eyewash.
- xviii) All vehicles shall be equipped with three (3) portable triangular reflectors mounted on stands. Use of flares is prohibited and may not be carried on board.
- xix) All vehicles shall carry extra electrical fuses.
- xx) All vehicles shall carry a functioning flashlight and an ice scraper.
- xxi) All vehicles shall be equipped with a "spill kit" that includes liquid spill absorbent, latex or other impermeable gloves, hazardous waste disposal bags, scrub brush, disinfectant and deodorizer.
- xxii) All vehicles shall contain a current map of the applicable geographic area with sufficient detail to locate Participant and medical provider addresses.
- xxiii) All vehicles shall be equipped with a working fire extinguisher that shall be stored in a safe location.
- xxiv) Provider shall utilize only its own leased or owned vehicles and shall not sublet, subcontract or arrange for transportation under this Agreement from any third party.
- xxv) All vehicles must be equipped with a two-way communications system linking each vehicle with the Provider's primary place of business. Cell phones are acceptable, but pagers are not acceptable substitutes. A vehicle with an inoperative two-way communication system shall be placed out of service until the system is repaired or replaced.
- xxvi) All vehicles must properly utilize approved child safety seats when transporting children in accordance with California laws and regulations. Participants are responsible for providing child safety seats when transporting children under the age of six (6) years old or sixty (60) pounds. Upon arrival for transportation, if the Participant does not provide safety seat(s) for any child under age of six (6) years old or sixty (60) pounds, the Provider shall not transport the child and shall advise the Participant to reschedule the appointment.
- xxvii) All vehicles shall have a functioning interior light within the passenger compartment.
- xxviii) All vehicles shall have adequate sidewall padding and all Wheelchair Vehicle

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- floors must be covered with commercial anti-skid flooring or carpeting. Flooring or carpeting in vehicles equipped to transport wheelchair passengers shall not interfere with wheelchair movement between the lift and the wheelchair positions.
- xxix) All vehicles shall be equipped with a retractable step, fixed sideboard (running board), or a step stool approved by LGTC to aid Participant boarding. This step shall be capable of safely supporting 300 lbs and shall be no more than 12 inches above ground level. The step shall have a nonskid top surface no less than eight inches by twelve inches. Removable steps shall be properly secured while the vehicle is in motion. Under no circumstances will a milk crate or similar substitute be accepted as a substitute for a step stool.
- Provider shall maintain and implement written policies for preventative and remedial maintenance in accordance with the manufacturers recommendations and good business practice for all vehicles used in service of this Agreement. Provider shall furnish to LGTC a copy of all current (and revised) policies and procedures for vehicle preventative maintenance, including statements indicating the frequency of routine maintenance and service and procedures for completing daily vehicle checks for operational soundness.
- d) <u>Wheelchair Vehicle Requirements</u>. All vehicles used to transport wheelchair passengers ("Wheelchair Vehicle") must meet the General Vehicle Requirements set forth above as well as the following additional requirements.
 - i) Each Wheelchair Vehicle must maintain a floor-to-ceiling height clearance in the passenger compartment of at least fifty-six (56) inches.
 - ii) Each lift equipped Wheelchair Vehicle must have an engine-wheelchair lift interlock system that requires the Wheelchair Vehicle's transmission to be in park and the emergency brake engaged to prevent vehicle movement when the lift is deployed.
 - iii) All wheelchair ramps used on vehicles shall be certified as capable of regularly servicing a six hundred pounds (600 lbs) load.
 - iv) Each Wheelchair Vehicle with a hydraulic or electromechanical powered wheelchair lift must have the lift mounted so not to impair the structural integrity of the vehicle. The lift must meet the following specifications:
 - a) is capable of elevating and lowering a 600-pound load without the outer edge of the lift sagging, or tilting downwards more than one inch, nor shall the platform deflection be more than three (3) degrees under a 600-pound load;
 - b) the lift platform must be at least thirty (30) inches wide and forty-eight (48) inches long;
 - c) the lift platform shall not have a gap between the platform surface and the roll-off barrier greater than 5/8 of an inch. When raised, the gap between the platform and the vehicle floor shall not exceed 1/2 inch horizontally and 5/8 inch vertically;
 - d) the lift controls shall be accessible and operable from inside or outside the vehicle, and shall be secure from accidental or unauthorized operation;
 - e) the lift shall be powered from the vehicle's electrical system. The lift

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- platform shall be able to be raised/lowered manually with passengers and/or shall provide a method to slow free-fall in the event of a power failure or component failure;
- f) the lift operation shall be smooth without jerking motion. Movement shall be less than or equal to six (6) inches per second during lift cycle and less than or equal to twelve (12) inches per second during stowage cycle;
- g) the lift platform shall not be capable of falling out of or into the vehicle when in storage in the passenger compartment, even if the power should fail;
- h) all sharp edges of the lift structure which might be hazardous to passengers shall be padded or ground smooth;
- i) the lift platform shall have a properly functioning, automatically engaged, anti-roll-off barrier, with a minimum of one (1) inch on the outbound end to prevent ride over;
- j) it is preferable that the platform when stored not intrude into the body of the vehicle more than twelve (12) inches and shall be equipped with permanent vertical side plates to a height of at least two (2) inches above the platform surface;
- the lift platform surface shall be equipped with non-skid expanded metal mesh or equivalent, to allow for vision through the platform;
 and
- 1) the lift platform must be equipped with a hand rail on both sides of the platform to assist loading or unloading ambulatory passengers. The handrail shall meet the following requirements:
 - maximum height of thirty-eight inches;
 - minimum knuckle clearance of 1.5 inch;
 - able to withstand a force of 100 pounds; and
 - shall not reduce the lift platform width of at least thirty (30) inches
- v) Each wheelchair position in all vehicles shall have a wheelchair securement device (or "tie down") which shall:
 - a) be placed as near to the accessible entrance as practical, providing clear floor area of 30 inches by 48 inches (this provisions is not applicable to rear loading ramp equipped vehicles). Up to six (6) inches may be under another seat if there is nine (9) inches height clearance from floor. All wheelchairs shall be forward facing;
 - b) be tested to meet a 30 mph/20gm standard;
 - c) securely restrain the wheelchair during transport from moving forward, backward, lateral and tilting movements in excess of (2) inches;
 - d) be adjustable to accommodate all wheel bases, tires (including pneumatic), and motorized wheelchairs;
 - e) have a lock system, belt system, or both. If a belt system is used, the cargo strap when not in use shall be retractable or stored on a mounted clasp or in a storage box. A tract mounting lock system on the floor shall be flush with the floor and shall not be an obstruction or a

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- tripping hazard. In all cases the straps shall be stored properly when not in use; and
- f) provide wheelchair lap seat belts (if not provided by the Participant) that shall be capable of securing the passenger to the wheelchair and provide a shoulder harness that is attached to the floor or to the side wall of the vehicle that shall be capable of securing the wheelchair to the vehicle.
- vi) Each wheelchair entrance door shall:
 - a) maintain a minimum vertical clearance of fifty-six (56) inches and a minimum clear door opening of thirty (30) inches wide;
 - b) have no lip or protrusion at the door threshold of more than 1/2 inch, and
 - c) be equipped with straps or locking devices to hold the door open when the lift or ramp is in use.
- e) <u>Stretcher Vehicle Requirements</u>. Stretcher van service is an alternative mode of nonemergency transportation. It shall be provided to an individual who cannot be transported in a sedan or wheelchair van and who does not need the medical services of an ambulance. All stretcher vehicles must meet the General Vehicle Requirements set forth above as well as the following additional requirements.

A driver and an attendant shall staff the vehicle, which shall be specifically designed and equipped to provide non-emergency transportation of individuals on an approved stretcher. A stretcher vehicle shall be used for an individual who:

- i) Needs routine transportation to or from a non-emergency medical appointment or service.
- ii) Is convalescent or otherwise non-ambulatory and cannot use a wheelchair.
- iii) Does not require medical monitoring, medical aid, medical care or medical treatment during transport. Self-administered oxygen is permitted as long as the oxygen tank is provided by the Participant and is secured safely.

The following restrictions apply:

- i) A stretcher passenger shall not be left unattended at any time.
- ii) The driver and attendant shall confirm that all restraining straps are fastened properly and that the stretcher, stretcher fasteners and anchorages are properly secured.
- iii) The attendant shall be seated in the passenger compartment while the vehicle is in motion and shall notify the driver of any sudden change in the passenger's condition.
- iv) The stretcher vehicle shall not be used:
 - a) for emergency medical transportation;
 - b) to transport a passenger who requires basic or advanced life support;
 - c) to transport a passenger who has in place any running IV or an airway maintenance device. However, the Participant is eligible for transportation if he/she has a battery-operated ventilator and an adult escort trained to provide ventilator care will travel with the Participant, and if no other medical equipment or care is required.
 - d) to transport a passenger who requires close observation or medical

monitoring;

- e) to transport more than one (1) stretcher passenger at a time.
- f) Non Emergency Ambulance Vehicle and Air Transport Requirements.

All vehicles used to transport Participants that require covered non-emergency BLS, ALS, or SCT service must meet the General Vehicle Requirements set forth above as well as the following additional requirements. State or local laws or regulations establishing minimum operational standards for Ambulances shall supersede the following provisions.

- Provider shall possess and provide to LGTC copies of all licenses, permits and certificates required to enable each of its ambulances to be used for BLS or ALS service in all jurisdictions in which Provider performs services.
- ii) Provider shall possess and provide to LGTC copies of current EMS Agency certificates for each service area, CA Highway Patrol license, a copy of all requirements necessary for each level of professional (e.g., EMT, Paramedic, RN, etc.), written procedures for the daily checking and replacing vehicle inventories and the monthly checking of expiration dates and replacement supplies that are beyond their expiration date.

If Provider performs air transportation services under this Agreement, Provider shall possess and provide to LGTC copies of:

- i) Current FAA part 135 certificate issued in its name
- ii) Current aircraft worthiness certificates for each aircraft that may be assigned to perform services.

Provider must maintain a written policy on flight tracking and handling of inflight medical and aircraft emergencies. Primary medical flight personnel who may be assigned to perform services shall be at least RN and ACLS certified, have a least 1 year critical care flight or emergency department nursing experience within the last 5 years, and have successfully completed a course of training that includes the physiology of flight.

- Driver and Attendant Qualifications. Ambulance personnel shall be licensed and trained in accordance with California and local laws or regulations. All non-ambulance drivers and attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications listed below. Each driver's and attendant's records and qualifications are subject to an initial and annual inspection by LGTC as well as interim inspections as required by LGTC in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications, or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. LGTC and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement.
 - i) All drivers shall be at least eighteen (18) years of age and have a current valid California driver's license to operate the transportation vehicle to which they are assigned.
 - ii) Drivers who receive any combination of two (2) moving violations or accidents where the driver was at fault during the previous thirty-six (36) months shall be removed from service.
 - iii) Drivers shall not have had their driver's license suspended or revoked in the

previous five (5) years. This provision includes individuals whose licenses are suspended or revoked for non-payment of child support. However, such individuals may provide driving services once the court releases the individual and such release can be verified and the individual remains in compliance with child support obligations for a minimum of ninety (90) days after the release. Drivers with two or more suspensions or revocation of licenses associated with failure to pay child support shall be permanently prohibited from providing services under this Agreement.

- iv) Provider shall comply with California laws and regulation regarding criminal background checks for all drivers, including fingerprinting as conducted by any law enforcement entity. Provider shall verify that drivers or attendants are not listed on the California Sex Offender Registry. The following will preclude a driver or attendant from providing services under this agreement: (1) conviction for driving while intoxicated or under the influence of a controlled substance within three (3) years prior to delivery of services under this Agreement; (2) plea of guilty or *nolo contendere* or conviction for any barrier crime or felony that is sexual in nature or involves a child, the elderly, domestic abuse, drugs, weapons or violence in the previous seven (7) years.
- v) All drivers must meet current state and federal motor carrier safety regulations and guidelines.
- vi) Each driver must have competent driving habits.
- vii) Provider shall not utilize drivers or attendants who are known abusers of alcohol or known consumers of narcotics or drugs/medications that would endanger the safety of Participants. If Provider suspects a driver to be driving under the influence of alcohol, narcotics or drugs/medications that could endanger the safety of Participants, Provider shall immediately remove the driver from providing service under this Agreement. Each driver and attendant shall successfully pass a pre-employment ten-panel drug screen for traces of illicit drugs prior to providing service under this Agreement. Provider shall ensure that the current laws regarding drug and alcohol testing are enforced for all drivers and attendants and shall conduct separate and independent drug testing as may be required by the DOT.
- viii) Provider shall ensure that all drivers and attendants have been trained in Passenger Assistance, Safety and Sensitivity, "spill kit" use and biohazard removal. Drivers must also be trained in Defensive Driving and first aid, and wheelchair loading and lockdown (if applicable). Provider shall submit to LGTC proof that drivers and attendants have completed all required training prior to them providing services under this Agreement.

h) Driver and Attendant Service Requirements and Performance

- No driver or attendant shall use alcohol, narcotics, illegal drugs or drugs that impair his or her ability to perform while on duty or abuse alcohol or drugs at any time. A driver or attendant can use prescribed medication as long as his/her duties can still be performed in a safe manner and Provider has written documentation from a physician or pharmacist that the medication will not impact the ability of the driver.
- ii) No drivers or attendants shall allow firearms, alcoholic beverages in opened containers, unauthorized controlled substances, or highly combustible

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- materials to be transported in the vehicle.
- iii) No drivers or attendants shall solicit or accept controlled substances, alcohol or medications from Participants.
- iv) No drivers or attendants shall make sexually explicit comments, or solicit sexual favors, or engage in sexual activity while in the course of their job duties.
- v) No drivers or attendants shall solicit or accept money from Participants except for the collection of applicable co-payments as authorized by the Client.
- vi) All drivers and/or attendants shall provide an appropriate level of assistance to a Participant when requested or when required by the Participant's physical condition.
- vii) All drivers and attendants shall wear and have visible a nametag that is easily readable and includes their name and the name of the Provider.
- viii) No drivers or attendants shall smoke while in the vehicle, while assisting a Participant, or in the presence of any Participant. Participants shall not be allowed to smoke in the vehicle.
- ii) No drivers or attendants shall wear any type of headphones while on duty, with the exception of hands-free headsets for mobile telephones. Mobile telephones may only be used in performance of services under this Agreement, and driver shall at all times comply with applicable laws regarding the use of cell phones by the driver of a moving vehicle.
- ix) All drivers shall park the vehicle so that the Participant does not have to cross streets to reach the entrance of the destination.
- x) No drivers or attendant shall leave a Participant unattended at any time.
- xi) All drivers and/or attendants must identify themselves and announce their presence at the entrance of the building at the specified pick-up location if a curbside pick-up location is not apparent.
- xii) All drivers and attendants must assist the Participants in the process of being seated, including the fastening of seat belts. Drivers shall confirm prior to moving the vehicle that wheelchairs and wheelchair passengers are properly secured and that all Participants are properly belted in their seat belts.
- xiii) All drivers and/or attendants must assist Participants to exit the vehicle and to move to the access area of the Participant's destination. All drivers shall confirm that the delivered passenger is safely inside his or her destination prior to vehicle departure.
- xiv) All drivers and/or attendants must provide physical support or assistance and oral directions to Participants. Such assistance shall also apply to wheelchairs and mobility-limited persons as they enter or exit the vehicle using a wheelchair lift or ramp. Such assistance shall also include stowage of mobility aids such as canes, walkers and folding wheelchairs.
- xv) All drivers and/or attendants shall assure that any packages are safely stored before the driver moves the vehicle. Drivers and/or attendants are not responsible for Participant's personal items.
- xvi) All drivers and attendants shall be courteous, patient and helpful to all Participants and be neat and clean in appearance.
- xvii) If a Participant or other passenger's behavior or any other condition impedes the safe operation of the vehicle, the driver shall park the vehicle in a safe location out of traffic, notify the Provider, and request assistance.

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- xviii) All drivers shall maintain a daily trip log that includes the following information:
 - a) Provider name;
 - b) Provider ID number
 - c) vehicle number;
 - d) driver's name;
 - e) driver's signature
 - f) names of Participants transported
 - g) Participant signature for each drop off
 - h) no show indicator, if applicable;
 - i) actual arrival time at pick-up point;
 - j) actual arrival time at drop-off point;
 - k) date of service;
 - l) name of attendant (if any) and attendant's signature;
 - m) authorization stamp or signature of Provider, and
 - n) any other pertinent information regarding completion of trips.

i) <u>Warranties and Representations</u>

- (i) Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
- (ii) Provider shall comply with all applicable city, county, state and federal laws and regulations, including all laws and regulations setting requirements regarding licensing, certification and insurance for all transportation related personnel and vehicles. Such laws or regulations shall take priority over any conflicting provision of this Agreement and the enforcement of the conflicting provision of this Agreement is hereby waived.
- (iii) Provider warrants that it and its drivers have and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. Provider will furnish LGTC with such documentation immediately upon request. As a condition of payment for services provided under this Agreement, Provider understands and agrees that it and its drivers shall at all times remain properly licensed and/or permitted as required by law or regulation, as applicable. Provider agrees that it shall not submit claims for services furnished to Participants if Provider or its drivers are not so licensed, and further understands and agrees that any payments made in connection with claims submitted for such services shall be considered overpayments under the Agreement.
- (iv) Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.
- (v) To the extent any compensation paid by LGTC to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider warrants and represents, to the best of his/her/its knowledge, that:
 - a. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or

- attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- j) <u>Insurance</u>. Provider shall maintain the following minimum levels of insurance throughout the term of the Agreement.

Vehicle Insurance.

<u>Taxis</u>, <u>Sedans and Multi-Passenger Vans and Wheelchair Vans</u>: The required amount of insurance is the greater of the amount required by city or county ordinance for taxis or \$1,000,000 per occurrence per accident, \$1,000,000 aggregate. The insurance policy must specify either "Any Auto" or symbols "2", "8" and "9".

Ambulances: The required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$500,000 per occurrence per accident, \$1,000,000 aggregate.

<u>Comprehensive General Liability Coverage</u>. \$500,000 per incident, \$1,000,000 aggregate, with "Broad Form" occurrence based coverage including contractual liabilities as well as liabilities, without sub-limits, for sexual abuse and molestation.

Workers' Compensation Insurance as required by the State of California.

<u>Malpractice Insurance</u>. For ambulance providers the required amount of insurance is the greater of the amount required by city, county or State ordinance or regulation, or \$1,000,000 per occurrence per incident or event.

Additional Insurance Requirements.

i) All insurance coverage, except Workers' Compensation, shall name LogistiCare Solutions, LLC and Client (if requested by CLIENT) as "Additional Insured" and shall be primary with respect to claims and co-insurance determinations.

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- ii) Before the Effective Date of the Agreement the Provider shall submit to LGTC certificates of insurance from its agent or carrier listing LogistiCare Solutions, LLC and Client (if requested by Client) as "Additional Insured" and listing LogistiCare Solutions, LLC as a "Certificate Holder." Failure of Provider to submit the required certificate of insurance by the effective date of this Agreement shall render the Agreement null and void as though never executed by the parties.
- iii) Insurance policies shall indicate that LGTC will be informed in writing at least 30 days prior to any termination of or change in insurance coverage.
- iv) The certificate of insurance submitted to LGTC shall describe the Provider's business as "for hire transportation," confirm that the Comprehensive General Liability policy provides coverage for contractual liabilities, sexual abuse and molestation and shall confirm that the Vehicle Insurance policy provides coverage for "Any Auto" or symbols "2", "8" and "9".
- v) Provider shall submit additional certificates of insurance from its agent or carrier immediately upon the renewal of or any change to its insurance coverage.
- vi) Provider agrees that LGTC may communicate directly with its insurance agent or carrier to confirm details or obtain clarification of Provider's insurance coverage or policy terms.
- k) <u>Indemnification</u>. Provider shall indemnify, protect, and hold LGTC and the Client harmless from and against any and all claims, and/or liabilities of any kind or nature whatsoever arising or alleged to arise from or related to actions connected with services provided by or at the direction of Provider or its agents, including the cost of reasonable attorney fees and other expenses incurred by or assessed against LGTC and/or the Client
- l) Provider Performance Standards/Quality Assurance Plan. Provider agrees to participate in LGTC's and/or Client's quality assurance plan or other activities, which may include discussing Provider's performance in the delivery of transportation and public reporting or performance data to consumers. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
- Maintenance of Records. Provider shall establish and maintain the following records and related information and provide copies thereof within three days notice, or as otherwise required under this Agreement, upon request by LGTC, the Client or its agents, or the Director of the California Department of Managed Health Care. All records shall be maintained and available for review by authorized personnel during the entire term of the contract and for a period of ten (10) years thereafter. If an audit is in progress or litigation is in progress or threatened, all documents shall be maintained until such audit and/or litigation is fully resolved. Upon reasonable notice, Provider shall permit LGTC (or designee) to examine and/or audit trip documentation for Participants and will assist LGTC in examining all requested documentation. Providers may be required to maintain documentation for longer periods of time to the extent necessary to comply with applicable laws or regulations or the requirements of LGTC's Clients. This provision shall survive the termination of this Agreement, whether by rescission or otherwise.

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- i) Copy of Provider's registration with all applicable State agencies or departments.
- ii) Vehicle records, including at a minimum the following documentation for each vehicle:
 - a) manufacturer and model;
 - b) model year;
 - c) vehicle identification number;
 - d) odometer reading at the time the vehicle enters service under this agreement;
 - e) type of vehicle (e.g., sedan, wheelchair van, stretcher van);
 - f) capacity (number of passengers);
 - g) license tag number;
 - h) insurance certifications;
 - i) state issued registration permit and vehicle stamp (if applicable);
 - j) special equipment (lifts etc.), and
 - k) date, odometer reading and description of all inspection activity (e.g., verification that vehicle meets vehicle requirements, inspection of equipment such as brakes, tire tread, turn signals, horn, seat belts, air-conditioning/heating, etc.). Records must be maintained of the initial inspection and all subsequent inspections.
- iii) Driver and attendant records, including at a minimum the following documentation:
 - a) name, date of birth and social security number;
 - b) copy of driver's license;
 - c) MVR report for previous three (3) years as reported from California Division of Motor Vehicles, criminal background check results, including results of checks of sex offender registries, and drug test results;
 - d) driver training course certificates, including First Aid, Passenger Assistance and Blood-Borne Pathogens; and
 - e) documentation of any complaints received about the driver or attendant and any accidents or moving violations involving the driver.
- iv) All daily vehicle manifests, trip logs and invoice documents.
- v) Any other records LGTC is required to collect from Provider pursuant to the Client Contract.

Provider must also establish and maintain a system for managing the records and related information set forth in Exhibit C. Provider must furnish such records to LGTC, the Client or its agents upon three days' notice.

n) Accidents or Incidents. Provider shall inform LGTC immediately of any vehicle collision or accident that occurs while a vehicle operated by Provider is in route for a LGTC assigned trip whether or not a Participant is in the vehicle at the time of the collision or accident. Provider shall also inform LGTC immediately of any incident resulting in injury to a Participant, driver or other passenger; any moving violation that occurs while delivering services under this Agreement, and any other incident involving a Participant that could result in liability to Provider or LGTC. The

Provider shall file a written report with LGTC within three (3) working days of any accident, incidents, or moving violation and shall cooperate with LGTC and the Client during any ensuring investigation. Provider shall include a copy of any police reports and tickets/summons with its written report as supporting documentation.

- o) <u>Independent Contractor</u>. The relationship between LGTC and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship including one of employer and employee or principle and agent or joint venture or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for he management, compensation, and payment of employment related taxes and insurance for its employees, including but not limited to workers' compensation and unemployment insurance.
- p) <u>Liquidated Damages</u>. Provider agrees that failure to perform services in conformance with this Agreement may cause LGTC to be damaged in amounts that will be difficult or impossible to determine. Therefore, Provider agrees that the sums set forth in Exhibit A are reasonable as liquidated damages for the specified occurrences. Provider further agrees that the liquidated damages specified below are in lieu of actual damages for such occurrences. Provider hereby waives any defense as to the validity of such liquidated damages on the grounds that they are void as penalties or are not reasonably related to actual damages. Provider shall pay to LogistiCare on demand for each such failure the liquidated damages set forth in Exhibit A.

q) Term and Termination.

- i. <u>Term</u>. The term of this Agreement shall be one year from the effective date set forth on the signature page. It shall be automatically renewed for up to four successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term. In addition, either party may terminate this Agreement without cause upon 60 days written notice. Either party may terminate this Agreement upon 30 days written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach.
- ii. Minimum Trips. Provider agrees that this Agreement does not guarantee a minimum number of trips to be assigned from LGTC, and that actual trip volume can vary. Provider also agrees that in the event that no trips are assigned from LGTC that this Agreement will remain in force and that Provider will accept such occasional trips as may be assigned. If Provider is not regularly assigned trips and wishes to terminate this Agreement, then Provider must terminate this agreement by providing aforesaid notice to LGTC.
- iii. Specific Provision #1. If LGTC has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment. Either party exercising its rights under this provision must do so by written notice.

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- iv. Specific Provision #2. Provider acknowledges that LGTC is prohibited from establishing or maintaining service agreements with a Provider who has committed fraud against a state or federal agency or has been suspended, terminated or barred from participation in the Medical Assistance Program. Provider acknowledges that LGTC is required by the Client Contract to terminate a service agreement with a Provider that habitually provides substandard performance, as determined by the Client, or with a Provider that has failed to take satisfactory corrective action within a reasonable time period not to exceed 30 days from the date of notice of the unacceptable performance. Provider acknowledges that Client reserves the right to direct LGTC to terminate any service agreement with a Provider when the Client determines it to be in the best interest its program.
- v. Specific Provision #3. In the event that LGTC is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services. All terms, conditions and rates established by the Agreement will remain in effect until or unless renegotiated with Client or its agent subsequent to the default action.
- vi. Specific Provision #4. Any provision required to be in this Agreement by California or Federal law or the Client Contract shall bind the parties hereto whether or not specifically set forth in this Agreement.
- vii. Medicare Anti-Kickback Prohibitions. Provider and LGTC acknowledge that the arrangements contemplated by this Agreement do not violate the provisions of Medicare anti-kickback prohibitions, and that neither party will request or require the other to take any action that would violate said prohibitions.
- r) Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of LGTC, such consent to be withheld in LGTC's sole discretion. Any attempted unauthorized assignment shall be null and void. LGTC may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice.

s) <u>Additional Provisions</u>.

- i. <u>Governing Law</u>. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of California, without giving effect to principles of conflicts of law.
- ii. <u>Headings.</u> The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- iii. <u>Non-solicitation</u>. Neither Provider nor LGTC shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates or is terminated from his or her position with the other party.

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- iv. Confidentiality. Provider shall treat all information obtained by it through its performance under this Agreement as confidential, and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement, or as otherwise specifically provided for herein. Provider agrees to sign and abide by any subsequent agreements with respect to confidentiality as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both LGTC and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement.
- v. <u>Notices</u>. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier, or on the third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses as appropriate, or to such other addresses as the parties may hereafter designate:

to LGTC at:

LogistiCare Solutions, LLC 1275 Peachtree Street, 6th Floor Atlanta, Georgia 30309 Attn: Chief Operations Officer

	with a cop	py to:		
			19	
to Prov	vider at:			
10 110				
	<u> </u>			

- vi. <u>Amendments</u>. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties.
- vii. <u>Client Amendment</u>. This Agreement is subject to approval by the Client. In the event that the Client at any time requires modifications to this Agreement, the parties hereto will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights

hereunder.

- viii. Dispute Resolution and Arbitration. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each party shall designate a member of its senior management to meet in an attempt to resolve the dispute. If the dispute cannot be resolved to the satisfaction of the parties in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. The provisions of this Section shall survive the termination of this Agreement.
- ix. Severability. If any provision of this Agreement is held invalid by law, rule, order or regulation of any relevant government, or by the final determination of a court of last resort, such invalidity shall not effect (a) the other provisions of this Agreement; (b) the application of such provision to any other circumstances other than that with respect to which this Agreement was found to be unenforceable, or (c) the validity or enforceability of this Agreement as a whole. The parties hereto agree to negotiate in good faith to replace any provision found to be unenforceable so that the economic effects of this Agreement for each party remain the same.
- x. <u>Waiver</u>. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- xi. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understanding regarding the same subject matter.

EXECUTION PAGE FOLLOWS

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his Agreement is entered into and effective	as of this day of, 20,
	LOGISTICARE SOLUTIONS, LLC
	Date:
	Signature:
	Printed Name:
	Title:
	PROVIDER
	Date:
	Signature:
	Printed Name:
	Title:

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EXHIBIT A

LIQUIDATED DAMAGES

The Parties agree that the failure of Provider to perform services in conformance with this Agreement may cause LogistiCare to be damaged in amounts that will be difficult or impossible to determine. Therefore, the Parties have agreed that the sums set forth below are reasonable as liquidated damages for the specified occurrences. It is further understood and agreed that the liquidated damages specified below are in lieu of actual damages for such occurrences. Provider hereby waives any defense as to the validity of such liquidated damages on the grounds that they are void as penalties or are not reasonably related to actual damages. LGTC agrees to provide written notice that a provider may contest at least 10 days in advance of any liquidated damages that will be imposed.

Any liquidated damages assessed by the Client against LGTC that are attributable to the service performance of Provider will be assessed against Provider as its own liquidated damages. Provider agrees that any liquidated damages assessed will be deducted from amounts due to Provider, or if LGTC does not owe Provider any monies, Provider agrees that LGTC may deduct liquidated damages from any future amounts owed to Provider.

1. **Requirement**: Provide reports as required under this Agreement.

Liquidated Damages: \$25 per working day or any part thereof for each day each report or other deliverable is late or unacceptable, not to exceed \$500 per month per occurrence. This provision will not apply if the cause of the delay is beyond the control of the Provider. Failure to submit cancellation reports will result in a charge of \$100.00 per missing report up to a maximum of \$500.00 for any month.

2. **Requirement:** Maintain all vehicles utilized under this Agreement to all vehicle manufacturer and state and federal safety standards, regulations of any applicable State Board or Agency, standards of the Americans with Disabilities Act ("ADA"), and the terms of this Agreement and the Client Contract. Any vehicle found non-compliant with safety standards, State Board or Agency standards, ADA regulations, the terms of this Agreement, or the Brokerage Contract must be removed from service immediately upon discovery.

Liquidated Damages:

- \$100 per calendar day or part thereof that a non-compliant vehicle with a health or safety hazard for vehicle occupants is in service from the date of discovery, not to exceed \$1,000 per month per occurrence.
- \$25 per calendar day or part thereof that a non-compliant vehicle with a discrepancy that creates passenger discomfort or inconvenience is in service from the date of discovery, not to exceed \$250 per month per occurrence.
- \$10 per calendar day or part thereof that a non-compliant vehicle with an administrative discrepancy is in service from the date of discovery, not to exceed \$100 per month per occurrence.
- 3. **Requirement:** Maintain types and levels of insurance coverage as required in this Agreement and operate only those vehicles registered with LGTC and covered under Provider's applicable insurance policies. This provision includes failure to include LGTC and Client as "Additional Insured" and LGTC as a "Certificate Holder."

Liquidated Damages: \$100 per vehicle per calendar day, or part thereof, that Provider operates any vehicle in violation of this requirement.

4. **Requirement:** Any driver or attendant who is found not to be in compliance with the terms of this Agreement or the Client Contract, or who is not registered with LGTC must be immediately removed from driving under this contract.

Liquidated Damages: \$100 per driver or attendant per calendar day or any part thereof in which a driver who is non-compliant with terms of this Agreement and/or the Brokerage Contract is allowed to drive under this Agreement, not to exceed \$2,500 per month per occurrence.

5. **Requirement**: Provider must perform trips assigned on a daily basis and shall reroute no more than 15% of their trips on a monthly basis.

Liquidated Damages: \$200 for each percent above 15% on any given month.

6. **Requirement:** Provider must submit reroutes within 24 hours of pick-up time for advance notice trip reservations (this provision will only apply if trips are assigned to Provider at least 36 hours prior to the scheduled pick up time).

Liquidated Damages: Actual damage – variance between provider's trip charge and the actual cost of recovery trip, or if the trip was not recovered, \$25 for each advance notice trip that is rerouted less than 24 hours before the scheduled pick-up time, not to exceed \$2,000 per month.

7. **Requirement:** Provider must perform transportation services with the class of service (ambulatory, wheelchair, stretcher or ambulance) requested by LGTC.

Liquidated Damages: \$200 per occurrence where a vehicle is utilized that is of a class of service lower than that requested.

- 8. Requirement: Provider must pick up Medicaid Participants at the scheduled time.
- **Liquidated Damages:** The following liquidated damages shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up time.
 - \$25 per occurrence where vehicle arrives more than 15 minutes after the scheduled pick-up time. This provision will be applied if more than 1% of scheduled pick-ups in any given month are late pick-ups.
 - \$25 per occurrence where the vehicle does not arrive within sixty (60) minutes of the time the provider is notified that a member is ready for pick-up for an unscheduled return trip ("Will Call")
 - \$100 per occurrence where vehicle is a "no show".
- 9. **Requirement**: Provider is required to assure that Participants are delivered to scheduled health care appointments on time.

Liquidated Damages: \$25 per occurrence where Participant is late to a scheduled appointment. This provision will be applied if more than 1% of scheduled drop-offs in any given month are late. This provision will not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled drop-off time.

10. **Requirement**: Provider is required to assure that dialysis patients are delivered to their scheduled appointments on time.

Liquidated Damages: \$150 for each instance in which arrival at a dialysis clinic for a scheduled dialysis appointment is late. An additional fifty dollars per hour or portion thereof per instance will be assessed for each late arrival that exceeds one hour. This provision shall not apply if the cause of the delay is beyond the control of the Provider and such cause is communicated to LGTC prior to the scheduled pick-up or drop-off time.

11. **Requirement:** Provider must provide termination notice within the terms of this Agreement.

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Liquidated Damages: Failure to provide termination notice in compliance with this Agreement will result in the forfeiture of all outstanding amounts due to Provider. Reroute of trips greater than a "daily average of 15%" after termination notice is provided will be construed as failing to provide sufficient notice. Provider and LGTC will mutually discuss if any unexpected circumstance beyond the Provider's control has occurred to warrant such reroutes.

12. **Requirement:** Provider must invoice LGTC only for trips actually performed in conformance with this Agreement.

Liquidated Damages: \$50 for each trip billed that was not performed. This provision shall not apply if the Provider can show that the invoice was submitted as a result of a clerical error.

13. **Requirement:** Provider' management staff (someone with decision making authority) must available to speak to LGTC representatives by phone at during normal business hours, and at all times when Participants are onboard Provider vehicles.

Liquidated Damages: \$100 for each occurrence when Provider's management staff is not available (either directly or by making a documented return call) by phone to speak to a LGTC representative for one (1) hour or more during normal business hours or while a Participant is onboard a Provider vehicle.

14. **Requirement:** Provider must have a functional fax machine available that provides reasonably reliable access for LogistiCare to send fax documents to Provider.

Liquidated Damages: \$100 for each occurrence when Provider's fax line or machine is unavailable to receive fax transmissions from LogistiCare for one (1) hour or more during normal business hours.

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