



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Danielle Schmitz, Executive Director
REPORT BY: Dexter Cypress, Associate Planner
(707) 259-8635 / Email: dcypress@nvta.ca.gov
SUBJECT: Americans with Disabilities Act (ADA) Assessment Services

RECOMMENDATION

That the Napa Valley Transportation Authority Board authorize the Executive Director, or designee, to execute NVTA Agreement No. 25-C40 for ADA Assessment Services with MV Transportation in an amount not to exceed \$260,400 over a five-year period.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

NVTA released a Request for Proposals (RFP) on September 11, 2025 for a firm to manage NVTA's Americans with Disabilities Act (ADA) Assessment Services Program, RFP No. 25-R30. NVTA received three qualified proposals.

NVTA selected MV Transportation for their experience and overall value, as well as being local to the North Bay with offices in Santa Rosa. With the award of this contract, MV Transportation will assume all evaluation responsibilities for NVTA's ADA paratransit service, VineGo beginning March 1, 2026. Evaluations for services will continue to be conducted over the phone, as the current contractor has done since 2022.

FISCAL IMPACT

Is there a fiscal impact? Yes, \$260,400

Is it currently budgeted? Yes

Where is it budgeted?
CMA Special Projects, ADA Management Services

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND

NVTA's current Assessment Services contractor is ADARide. The contractor acts as the evaluating entity to determine eligibility for VineGo paratransit services. ADA paratransit applications are submitted to NVTA staff and are then passed onto the ADA evaluator to conduct a phone interview to determine an applicant's eligibility. The applications are designed to elicit as much information as possible from applicants to obtain a complete understanding of the applicant's ability or inability to use traditional fixed route transit. NVTA uses the ADA Assessment Services consultant to supplement staff and to ensure efficient, thorough evaluation so that NVTA's ADA services are dedicated to members of the community that most need them.

The NVTA Board approved a contract award to ADARide on June 22, 2022 to assume all evaluation responsibilities for NVTA's VineGo paratransit service. The contract award for the first three fiscal years totaled \$157,000. The current contract expired on August 31, 2025, at which point NVTA entered into a six-month agreement with ADARide for continued services. This contract extension is set to expire on February 28, 2026.

NVTA release a Request for Proposals (RFP) on September 11, 2025 to manage NVTA's ADA evaluation needs, RFP No. 25-R30. NVTA received three proposals: MV Transportation, ADARide, and Outsource Execs, LLC. NVTA staff based their evaluations on the scoring criteria outlined in the RFP which included technical experience, program understanding, and fair and reasonable pricing.

NVTA selected MV Transportation for their technical experience and understanding of NVTA's ADA evaluation needs. With the award of this contract, MV Transportation will assume all evaluation responsibilities for NVTA's ADA paratransit service on March 1, 2026. NVTA will work with MV Transportation to ensure that they are properly onboarded and prepared to take over all evaluation needs. This includes exporting all client data from the current system and transferring over to MV Transportation's system, to ensure that renewal paperwork continues to be mailed to clients as necessary.

ALTERNATIVES

The Board could decide not to authorize the award of the ADA Assessment contract to MV Transportation which could result in a lapse or significantly increased waiting times to perform ADA evaluations.

If NVTA were to bring the ADA evaluation service in-house it would require NVTA to hire a part-time employee at a higher cost than it would be to contract for services.

COUNTYWIDE PLAN GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

Approving this proposal would ensure that seniors and disabled members of the Napa community will continue to receive fair & timely paratransit evaluation services, and would ensure that NVTA's ADA paratransit service, VineGo, is only used by those who qualify.

ATTACHMENT(S)

(1) NVTA Agreement No. 25-C40

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)

AGREEMENT NO. 25-C40

THIS AGREEMENT is made and entered into as of this ____ day of November, 2025 “Effective Date”, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTA”, and MV Transportation, Inc., a Corporation able to do business in CA, whose mailing address is 2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas, TX, 75204, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized services to perform all ADA determination evaluation services to provide communications, data and reporting services through an accessible Registrant Management web platform; and

WHEREAS, NVTA has authorized the NVTA Executive Director to enter into a contract for services at its November 19, 2025 meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NVTA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NVTA hereby engages in the services of CONTRACTOR, and CONTRACTOR agrees to serve NVTA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire three (3) years from the effective date of this agreement with the option to exercise two (2) one-year periods, unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).
2. **Scope of Services.** CONTRACTOR shall provide NVTA those services set forth in CONTRACTOR’s proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided.

Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of \$260,400 for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered.

(d) Price Adjustments. [Needs approved language inserted]

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTA of an itemized billing invoice in a form acceptable to the NVTA Director Administration, Finance and Policy which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTA Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTA Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NVTA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NVTA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NVTA Director Administration, Finance and Policy. Such proof should include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent CONTRACTOR. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall

not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NVTA, in addition to any other rights or remedies which NVTA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NVTA with certification of all such coverage's upon request by NVTA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NVTA's Risk Manager, demonstrated by other evidence of coverage acceptable to NVTA's Risk Manager, which shall be filed by CONTRACTOR with NVTA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NVTA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NVTA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NVTA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NVTA with respect to any insurance or self-insurance programs maintained by NVTA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NVTA's Risk Manager, the CONTRACTOR shall provide or arrange for the insurer to provide within

thirty (30) days of the request certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respect to NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from, pertaining to, or relating to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR or its officers, agents, employees, volunteers, Contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NVTA or its officers, agents, employees, volunteers, or other consultants or their subconsultants. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NVTA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written

notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NVTA for any reason and at any time by giving no less than 60 days written notice of such termination and specifying the effective date thereof. NVTA hereby authorizes the NVTA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NVTA.

12. **Payment of Contractor's Close-Out Costs.** [needs approved language inserted]

13. **Disposition of Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NVTA, the property of and shall be promptly returned to NVTA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NVTA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NVTA for damages sustained by NVTA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NVTA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NVTA from CONTRACTOR is determined.

14. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

15. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NVTA
Danielle Schmitz
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR
MV Transportation, Inc.
Dennis Shipman, Senior Vice President
2711 N. Haskell Avenue, Suite 1500 LB-2
Dallas, TX 75204

16. **Compliance with NVTA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and requires its employees and subconsultants to comply, with the following policies, copies of which are on file with the Board Secretary of NVTA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or consultants.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 4, 2005. To this end, all employees and subconsultant's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

17. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NVTA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NVTA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NVTA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NVTA.

18. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this

Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NVTA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NVTA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NVTA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such an assignment under this Paragraph shall be viewed as a material breach of this Agreement.

19. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. Only NVTA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by EXHIBIT A. The failure of the CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

20. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

21. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to

time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subconsultant's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NVTa by the State of California pursuant to Agreement between NVTa and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subconsultant's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. The CONTRACTOR shall make the required documentation available upon request to NVTa for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subconsultant.

22. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to

make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NVTA harmless from any liability it may incur to the United States or the State of California because of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. If NVTA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NVTA with proof of payment of taxes or withholdings on those earnings.

23. **Access to Records/Retention.** NVTA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

24. **Authority to Contract.** CONTRACTOR and NVTA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

25. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NVTA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NVTA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NVTA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NVTA may terminate this Agreement immediately upon giving written notice without further obligation by NVTA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NVTA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NVTA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope

as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NVTAs Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

26. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTAs from publishing or otherwise distributing applications and information regarding NVTAs job openings where such publication or distribution is directed to the general public.

27. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

28. **Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

29. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

30. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties regarding this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

31. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

“NVTa”

“CONTRACTOR”
MV Transportation Inc.

By _____
DANIELLE SCHMITZ, Executive Director

By _____
DENNIS SHIPMAN, Senior Vice
President

ATTEST:

By _____
LAURA SANDERLIN, Board Secretary

By _____
NAME, Title, Signature

Approved as to Form:

By _____
OSMAN MUFTI, NVTa General Counsel

EXHIBIT A

SCOPE OF WORK

CONTRACTOR shall provide NVTA with the following services:

Contractor shall provide ADA determination services and communications and data/reporting through an accessible Registrant management web platform. NVTA will continue to handle non-determination activities such as receiving, scanning, and forwarding applications & renewals.

The Contractor's Registrant management web platform must be able to import NVTA's existing basic information on Registrants. The data can be exported from the current system into Excel and includes basic demographic information on the Registrant as well as information like Evaluation Date, Expiration Date, Disability, VineGO ID, Mobility device, Status (Temporary, Conditional, Unrestricted, or Auto-Renewal a.k.a. Auto-Recertification). Contractor is required to protect highly sensitive personal identifiable information (PII) and provide NVTA with a detailed explanation of how your firm protects client information, as well as what protocols are in place in the event of a data breach.

Contractor is to fulfill the requirements outlined below:

- Employ qualified staff to perform the functional evaluations.
- Make reasonable arrangements to effectively communicate with applicants in languages other than English - specifically Spanish and Tagalog, as well as sign language, during interviews.
- Ensure that all application materials (online and paper) including the health care evaluation form are, at minimum, available in English, Spanish and Tagalog. This includes ensuring that recertification materials are mailed to Registrants in the language they have identified as their preferred language.
- Send out the required application materials to Registrants within a minimum of ninety (90) days of their paratransit expiration date. This would be either a full application packet or a single-page auto-recertification form, depending on the Registrant's certification status. Contractor is expected to honor any Registrants with auto-recertification status. All recertification forms must be sent in the language identified by the Registrant as their primary/preferred language.
- Ensure that staff is available to provide the services required for determining ADA eligibility, including Spanish-speaking staff members.
- Provide ADA eligibility background information to Registrants during telephone conversations, and based on the applicant's decision to proceed, confirm a phone evaluation date and time.
- Conduct telephone interviews with applicants.
- Make the determination of eligibility for ADA paratransit service. NVTA shall retain the right to make any final determination on eligibility should the Authority deem it necessary.
- Determine whether and under which of the ADA defined eligibility categories an applicant is eligible.
- Determine whether the need exists for a Registrant to travel with a personal care attendant to successfully complete a paratransit trip.

- Identify specific trips, if any, for which a Registrant is ineligible to use paratransit service, e.g., trips for which the Registrant can use fixed-route transit. These Registrants would receive conditional or “trip-by-trip” eligibility.
- Notify NVTa of any certifiable OR un-certifiable Registrants that may benefit from a transit training program.
- Must notify NVTa of determination recommendations within twenty-one (21) days of the evaluation interview.
- Notify NVTa of any new applicant in need of preemptive eligibility prior to final approval of eligibility e.g. medical appointments within 21-day determination period.
- Maintain an ADA Registrant management system and statistical information. The required reports are further described in Section E.
- Produce and mail Registrant VineGo ID cards and VineGo information pamphlet after receiving a Regional Eligibility Database (RED) ID number from NVTa staff.
- Ensure staff who work under this contract are aware of, and sensitive to applicants with disabilities. Contractor’s staff must be knowledgeable about medications used to treat a wide variety of disabilities and be qualified to assess functional abilities of individuals with a wide variety of disabilities.
- Complete a reference check and background screening process for all proposed employees and new hires sufficient for the qualification of staff providing services for people with disabilities.
- Become highly familiar with the on-demand and fixed-route networks of the Vine, as well as the local street networks, so as to make the most informed recommendations on eligibility, considering such factors as distance from bus stops, access challenges, etc.
- Have knowledge of and adhere to Federal statutes as it relates to the Americans with Disabilities Act (ADA), Title VI of the Civil Rights Act, and Federal Transit Administration (FTA) regulations.

ADA ELIGIBILITY PROCESS AND ASSESSMENT

The Contractor is required to be available for telephone or video conference interviews during normal business hours, although it is not necessary to have office hours five days a week. Given the expected number of applicants, NVTa feels it is sufficient to be available to conduct interviews a minimum of three days per week, between the hours of 8:00 AM and 5:00PM.

Applicants should be able to schedule an appointment for up to two (2) weeks in advance. The Contractor shall contact each applicant the day before to remind them of the appointment for the interview. Every effort shall be made by the Contractor to accommodate an interview request within the shortest timeframe possible, based on the existing schedule.

To ensure that applicants for ADA paratransit service meet the minimum requirements, there will be a telephone interview for all new applicants. A phone interview shall be required for any re-certifying applicants, who were not already classified as “auto-renewal.” Auto-renewal Registrants will receive a one-page recertification form by mail, to be sent out by the Contractor. Once the completed form is received, the Registrant shall be recertified for a period of five (5) years. The goals for the eligibility process are to ensure accessibility to the ADA paratransit program for people who need it to support the use of fixed-route service for people who are able to use it for some or all of their trips, and to provide a fair and equitable process for recommending ADA eligibility.

People shall not be qualified or disqualified based on a specific diagnosis or disability alone. An applicant shall be certified as eligible if, and only if, a person's functional disability prevents the use or navigation of the fixed-route bus system. The goal of the Contractor shall be to ensure that only applicants who meet the eligibility criteria are enrolled for Paratransit Services. Paratransit eligibility shall only be conferred to those individuals whose disability prevents access to or the independent use of accessible fixed-route bus service. The age of a person, a language barrier, or the duration of a particular trip on fixed-route services is not a basis for paratransit eligibility.

The Contractor shall adhere strictly to the paratransit eligibility described above in order to ensure that only applicants who are truly eligible receive paratransit services.

The five (5) major steps in the process for determining an applicant's eligibility shall be:

1. Respond to NVTa when ADA applications have been received.
2. Arrange for a telephone or video conference interview with applicants.
3. Conduct personal interview.
4. Make recommendations on ADA eligibility and forward to NVTa for review.
5. If approved, print/mail VineGo ID card to Registrant once RED ID number is received by contractor.

ADA APPLICATION, CERTIFICATION, ENROLLMENT, AND DENIAL PROCESS

The United States Department of Transportation final regulations specify that the entire certification process shall be concluded within 21 calendar days of the scheduling of the evaluation interview. If the certification process is not completed within this time limit, the regulations state that the applicant shall be presumed eligible to receive service until the process has been completed. The Contractor is expected to schedule and complete its interviews and reports with enough time available to allow for the notification of the Registrant within the 21- day time limit. The paratransit service application and certification process are:

1. All potential applicants will contact either NVTa or Contractor to clarify ADA eligibility criteria and to receive an application, Healthcare form, and/or receive a link to an online application, whichever the Registrant prefers.
2. If application is received by NVTa, then NVTa scans and sends completed applications to the Contractor via email. The Contractor will then arrange a telephone interview. The Contractor may be asked to request a copy of a photo as part of the interview if not provided as part of the initial application.
3. The Contractor shall conduct a confidential interview, with the applicant's privacy protected, at the scheduled time. The interviewer shall ask questions to assess an applicant's ability to use fixed- route services, and obtain any additional information as needed to determine paratransit eligibility. Depending on the Registrant's condition, Registrant could also receive conditional eligibility or temporary eligibility, as well as the eligibility for the applicant to travel with a personal care attendant. In some cases, a third-party caregiver may participate with the applicant in the interview and may assist the applicant with answering questions. The third-party caregiver may or may not be required to provide Registrant background information to be used in the evaluation process.

4. The Contractor will complete a form with their recommendation on ADA eligibility and send it to NVTA following the assessment within seven (7) business days. The report documents will include the recommendation forms. The Contractor will be available between 8:00 A.M. and 5:00 P.M. Monday through Friday (or other times as specified by NVTA Staff) to consult by phone with NVTA staff if clarifications are required.
5. Denied applicants shall be notified by Contractor in writing via a letter addressed from NVTA. The letter shall provide the Registrant with instructions for appealing the determination. The denied applicants shall also be provided with information informing them of other mobility options available to them. The reasons for denial shall be stated and all information documented during the evaluation process shall be provided. NVTA may contact the Contractor to provide additional information as part of the appeals process. Currently, Registrants have thirty-one (31) days from denial to appeal a denial.

REPORTING AND DATA REQUIREMENTS

The Contractor must upload Registrant profiles and certification information to a web-based Registrant portal daily. NVTA will download any new Registrant profiles (approvals, denials and recertifications) daily and input Registrant information into the Regional Eligibility Database (RED), used by all paratransit operators in the Bay Area. This database feeds into Trapeze, the software used by VineGo dispatchers to schedule rides. It is essential that all Registrants are available to view within the Contractor's web-based portal within one day of a decision being made. This will ensure that Registrants are being inputted to the RED Program and are therefore able to book rides as quickly as possible after approval.

All existing Registrant data must be imported to the Contractor's web-based portal at the beginning of the contract, including any existing classifications (i.e., auto-recert, PCA, etc.). All Registrant data should be available to download at any time from the Contractor's web-based portal, in the form of an Excel document.

NVTA should be able to download complete eligibility reports from a web-based portal.

STAFF REQUIREMENTS

The Contractor is required to have a team of qualified staff who should, collectively, be able to demonstrate knowledge and abilities including but not limited to:

- Familiarity with functional and cognitive abilities required in the use of fixed route transit buses, their prognosis and medications used to treat individuals with a wide range of disabilities.
- Knowledge of ADA paratransit eligibility criteria and service requirements.
- Familiarity with the Vine family of services.
- Sensitivity to people with disabilities, including physical, cognitive and psychiatric disabilities.
- Ability to communicate effectively in person and in writing.
- Ability to communicate in other languages in addition to English, with the assistance of language interpreter services if necessary. Specifically Spanish and Tagalog.

- Staff conducting interviews and performing evaluations should have appropriate experience and professional training in human health and medical fields. Such staff may include, but not be limited to, certified physical therapists, occupational therapists, rehabilitation specialists, orientation and mobility specialists, and professionals with training in cognitive and psychiatric impairments.

MEETINGS

At the start of the new contract, NVTa would like to have an in-person kick-off meeting at NVTa's Bus Maintenance Facility located at 96-101 Sheehy Court Napa, CA 94558. NVTa plans to hold online or phone meetings with the Contractor on an as-needed basis for the purpose of discussing service problems, proposed solutions, and to maintain open and frequent communications. Unless otherwise notified, the Contractor's Project Manager shall attend all meetings. NVTa maintains the right to sit in on interviews to observe the eligibility process.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NVTa pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report