

Tulare County Regional Transit Agency
AGENDA
February 22, 2023
6:00 pm
Tulare County Regional Transit Agency
210 N. Church Street, Suite B
Visalia, CA 93291

NOTE: This meeting will allow Board Members and the public to participate in the meeting via Teleconference, pursuant to Assembly Bill 361, available at:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB361

Zoom Meeting | Direct Link: <https://bit.ly/2Zt4BQY>

Toll Free Call in: (888) 475-4499 | **Meeting ID:** 744 710 0343 | **Passcode:** 82243742

Call in only instructions: Enter your meeting ID followed by #, Enter # for participant ID, Enter the passcode followed by #.

In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, including auxiliary aids, translation requests, or other accommodations, or to be able to access this agenda and documents in the agenda packet, please contact the Tulare County Association of Governments ("TCAG") office at 559-623-0450 at least 3 days prior to the meeting. Any staff reports and supporting materials provided to the Board after the distribution of the agenda packet are available for public inspection at the TCAG office.

- I. CALL TO ORDER, WELCOME, AND ROLL CALL**
- II. PLEDGE OF ALLEGIANCE**
- III. PUBLIC COMMENT**

NOTICE TO THE PUBLIC
PUBLIC COMMENT PERIOD

At this time, members of the public may comment on any item of interest to the public and within the subject matter jurisdiction of TCRTA but not appearing on this agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. Speakers are requested to state their name(s) and address(es) for the record.

IV. REPORTS:

This is the time for all committee reports; executive committee reports; and staff informational items:

- A. Safety Committee (None)
- B. Sustainability Committee (None)

V. PRESENTATIONS:

- A. None

VI. INFORMATIONAL ITEMS:

- A. None

VII. CONSENT CALENDAR ITEMS:

All Consent Calendar Items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made, in which event the item will be removed from the Consent Calendar. All items removed from the Consent Calendar for further discussion will be heard at the end of Action and Information Items.

Request Approval of the Consent Calendar Items VII-A.

- A. Approve minutes of January and February Meetings (Pages 01-06)
- B. Reaffirm Conditions of State Assembly Bill 361 to Continue Remote Attendance (Page 07)
- C. Receive and File Financial Statement as of January 31, 2023 (Page 09-10)

VIII. DISCUSSION / ACTION ITEMS:

- A. Approve Conditions to Expand On-Demand Service (Pages 11-13)
- B. Resolution 2023-02 Approving Agreement with the Central Valley Regional Center (Pages 15-42)
- C. Approve the Creation of an Ad Hoc Committee on Student Transportation (Page 43)
- D. Approve Virtual Participation of the Public at Board Meetings (Page 45)
- E. Discussion: Consideration to Amend Joint Powers Agreement and Bylaws to Include Student Transportation (Pages 47-48)
- F. Information: Conflict of Interest Code (Form 700) Due April 1, 2023 (Page 49)

IX. OTHER BUSINESS:

- A. Director's Report
- B. Request from Board Members for Future Agenda Items

X. CLOSED SESSION ITEMS:

It is the intention of the Board of Directors to meet in closed session concerning:

- A. None

XI. ADJOURN:

The next scheduled Tulare County Regional Transit Agency (TCRTA) Board meeting date will be **March 20, 2023, and will take place at 6:00 pm** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

TULARE COUNTY REGIONAL TRANSIT AGENCY

BOARD OF DIRECTORS	ALTERNATE	AGENCY
Kuldip Thusu	Maribel Reynosa	City of Dinuba
Vicki Riddle	Frankie Alves	City of Exeter
Greg Gomez – Vice Chair	Tina Hernandez	City of Farmersville
Hipolito Cerros	Rosaena Sanchez	City of Lindsay
Donald Weyhrauch	Raymond Beltran	City of Porterville
Jose Sigala – Chair	Terry Sayre	City of Tulare
Rudy Mendoza	Jose Martinez	City of Woodlake
Eddie Valero	Amy Shuklian	County of Tulare
Wendi Correa	Vacant	Tule River Tribe of California

EX OFFICIO MEMBERS

Georgina Landecho, CalVans
Kellie Carrillo, TCAG Public Transit Representative

TCRTA STAFF

Rich Tree, TCRTA Executive Director
Albert Barragan, TCRTA Transit Manager
Vacant, TCRTA Finance Manager
Teresa Ortega, TCRTA Transit Analyst
Jennie Miller, TCRTA Transit Analyst
Clayton Landis, TCRTA Transit Analyst
Olivia Forte, TCRTA Transit Coordinator
*Patrick Beck, County Counsel
*Leslie Davis, TCAG Finance Director (TCAG)
*Servando Quintanilla Jr., TCAG Analyst I (TCAG)
*TCRTA is receiving support from the Tulare County Association of Governments and
County of Tulare

TCRTA
210 N. Church Street, Suite B
Visalia, CA 93291
Phone: (559) 623-0450
Fax: (559) 733-6720
www.tularecog.org

**Tulare County Regional Transit Agency
Minutes**

January 30, 2023, 6:00 p.m.

Members Present: Riddle, Gomez, Cerros, Weyhrauch, Sigala, Mendoza, & Valero
Members Absent: Thusu
Alternates:
Ex Officio Present: Georgina Landecho and Kellie Carrillo
Staff Present: Rich Tree, Albert Barragan, Teresa Ortega, Jennie Miller, Clayton Landis, Olivia Forte, Leslie Davis, Servando Quintanilla, Maria Garza, and Brideget Moore
Counsel Present: Patrick Beck

I. CALL TO ORDER:

Chair Sigala called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Led by Director Gomez.

III. PUBLIC COMMENT:

No public comments were heard.

IV. REPORTS:

Safety Committee

Mr. Tree stated that there would be a meeting coming soon.

Sustainability Committee

Chair Sigala stated that the Sustainability Committee would be meeting soon with staff.

V. PRESENTATIONS:

None

VI. INFORMATIONAL ITEMS:

A. TCRTA Staff Introductions

Mr. Tree gave introductions of new staff for TCRTA: Albert Barragan TCRTA Transit Manager, Vacant TCRTA Finance Manager, Teresa Ortega TCRTA Transit Analyst, Jennie Miller TCRTA Transit Analyst, Clayton Landis TCRTA Transit Analyst, and Olivia Forte TCRTA Transit Coordinator.

VII. CONSENT CALENDAR ITEMS:

A. Approve Minutes of December 8, 2022

B. Reaffirm Conditions of SB 361 To Continue Remote Attendance

C. Approve Revised 2023 TCRTA Board Meeting Schedule

Upon motion by Member Mendoza and seconded by Member Weyhrauch the Tulare County Regional Transit Agency unanimously approved Items A-C as presented.

VIII. ACTION AND INFORMATION ITEMS:

A. ACTION - Administer Oath of Office to Directors

Mr. Tree led new Directors and staff in the Oath of Office.

B. ACTION - Election and Seating of Chair and Vice Chair of Board

Item VII-A

Mr. Tree discussed that the meeting of January 11, 2021, the Board of Directors elected Director Sigala as Chair and Director Gomez as Vice Chair and the change in officers was due to the 2020 election, in which, Chair Crocker was not re-elected to the County Board of Supervisors and the terms for the selected officers shall conclude on January 16, 2023 as specified in the Joint Powers Agreement, TCRTA shall appoint a Chair and Vice Chair to serve for two years, and staff is recommending holding an election and seating of Chair and Vice Chair of the Board of Directors. TCRTA designated that Jose Sigala continue to be Chair and Greg Gomez continue to be Vice Chair.

Upon motion by Member Valero and seconded by Member Cerros the Tulare County Regional Transit Agency unanimously approved Items VIII-B as presented.

C. ACTION - Consideration to Amend Joint Powers Agreement and Bylaws

Mr. Tree stated that over the years, TCRTA and the Porterville Unified School District (PUSD) had partnered on several funding opportunities to improve access to education and through these partnership opportunities the agency's have developed a strong and positive working relationship and currently, TCRTA and PUSD are partnering on a workforce development project, a Transformative Climate Communities (TCC) project, and frequently collaborate on transitioning our fleets to zero-emission. Mr. Tree discussed this item was to reaffirm its support to partnering with the PUSD; and authorize staff to draft amendments to the Joint Powers Agreement and Bylaws; and schedule a Special Board Meeting on February 8, 2023 to consider PUSD's membership.

Upon motion by Member Gomez and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved Items VIII-C as presented.

D. INFORMATION: Conflict of Interest Code (Form 700) Due April 1, 2023

Mr. Tree discussed that the Tulare County Regional Transit Agency is required to adopt and maintain a conflict of interest code and the Political Reform Act requires certain officials and employees who serve in positions designated in an agency's conflict of interest code to file a Statement of Economic Interest (Form 700).

E. DISCUSSION - Memo – Brown Act Amendments

Mr. Tree discussed Board members may attend and participate in a Board meeting remotely under the pandemic rules probably only until February 28, 2023, then under the slightly more relaxed rules until January 1, 2026, and under the basic rules at any time.

IX. OTHER BUSINESS:

A. Director's Report

Mr. Tree discussed that TCTA is really thrilled about future partnerships with PUSD, spoke to getting funding from grants, expressed that TCRTA had ongoing discussions with the Tule River Tribe partnership, FTA had announced their annual low and no emissions funds for transit agencies, TCRTA had received a planning grant for 300,000 to work with regional mobility manager, and lastly spoke to local transit projects and plans. Mr. Tree also discussed CALACT conference that would be coming up in the next couple of months.

B. Request from Board Members for Future Agenda Items

Chair Sigala along with Director Weyhrauch mentioned that they are looking forward to getting the Sustainable Committee going, also wanted to see if Directors can get an update on the Lindsay and Farmersville Transit Centers, also see if Directors can get an update on future office rental locations and

asked if Ms. Carrillo can assist TCRTA with assigning a Tule River Tribe representative and alternate.

X. CLOSED SESSION ITEMS:

A. None

XI. ADJOURN

The meeting adjourned at 7:14 p.m. Chair Sigala confirmed the next scheduled (special) meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **February 8, 2023 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

**Tulare County Regional Transit Agency
Minutes**

February 8, 2023, 6:00 p.m.

Members Present: Thusu, Riddle, Gomez, Weyhrauch, Sigala, Mendoza, & Valero
Members Absent: Cerros
Alternates:
Ex Officio Present: Georgina Landecho and Kellie Carrillo
Staff Present: Rich Tree, Albert Barragan, Teresa Ortega, Jennie Miller, Clayton Landis, Olivia Forte, Leslie Davis, Servando Quintanilla, Maria Garza, and Brideget Moore
Counsel Present: Patrick Beck

I. CALL TO ORDER:

Chair Sigala called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Led by Chair Sigala.

III. PUBLIC COMMENT:

No public comments were heard.

IV. REPORTS:

None

V. PRESENTATIONS:

None

VI. INFORMATIONAL ITEMS:

None

VII. CONSENT CALENDAR ITEMS:

A. Reaffirm Conditions of SB 361 To Continue Remote Attendance

Upon motion by Member Weyhrauch and seconded by Member Riddle the Tulare County Regional Transit Agency unanimously approved Items A as presented.

VIII. ACTION AND INFORMATION ITEMS:

A. Select Director(s) to Attend CALACT Spring Conference

Ms. Miller discussed that TCRTA is a member of CALACT, which, hosts two statewide transit conferences each year, a typical conference agenda focuses on legislative initiatives, creating and sustaining public transportation, zero-emission planning, state and federal funding, and regulatory requirements, this year's Spring Conference would focus on the evolution of transit in California, and how providers are redefining how we move communities, most transit agencies attend these conferences each year to network and obtain continuing education. TCRTA Board of Directors would select and authorize up to three Directors to attend the 2023 CALACT Spring Conference & Expo with the estimated expense for a Director to attend the 2023 Spring Conference & Expo would be \$585, for a total of \$1,755 for three Directors. TCRTA selected Director Mendoza, Riddle, and Weyhrauch

Upon motion by Member Gomez and seconded by Member Thusu the Tulare County Regional Transit Agency unanimously approved Items A as presented.

B. Letter of Commitment for DOT's Thriving Communities Program

Mr. Tree discussed funding possibility for \$25 million through the Consolidated Appropriations Act of 2022, the U.S. Department of Transportation's (DOT) new Thriving Communities Program (TCP) aims to ensure that disadvantaged communities adversely or disproportionately affected by environmental, climate, and human health policy outcomes have the technical tools and organizational capacity to compete for federal aid and deliver quality infrastructure projects that enable their communities and neighborhoods to thrive. For fiscal year (FY) 2022 funding, the Thriving Communities Program offered two separate response opportunities for potential applicants: a letter of Interest and a Notice of Funding Opportunity. The Letter of Interest opportunity closed on December 6, 2022, and the Notice of Funding Opportunity closed on November 29, 2022. Cooperative agreements between \$3.5 million and \$6 million would be awarded up to six capacity building teams. On February 1, 2023, staff received notice that TCRTA had been selected by the USDOT as a finalist in the 2022 TCP. As a finalist, USDOT requests a letter of commitment from TCRTA and as the lead applicant, TCRTA is responsible for submitting letters of commitment and from both key partner organizations. Each letter of commitment must be signed by the organization's senior executive, top elected official, or the equivalent person with responsibility for committing the organization.

Upon motion by Member Thusu and seconded by Member Valero the Tulare County Regional Transit Agency unanimously approved Items B as presented.

C. Resolution 2023-01 Authorizing Resolution for FTA Section 5311f Application

Ms. Ortega stated that TCRTA staff would like to apply for these competitive funds to assist with the reimplementation of the Tule River Tribe of California Tribal Transit Program. Operational funds will provide additional service to tribal residents within the Reservation to access to jobs, healthcare, special needs of seniors and individuals with disabilities, and recreational activities.

D. Federal Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration Assistance Programs

Mr. Tree explained that TCRTA is recognized as a Federal Transit Administration (FTA) grantee for operating and capital financial assistance, a requirement of the grant approval process includes submittal of Certifications and Assurances for FTA verification of compliance. The Certifications and Assurances cover multiple compliance areas, such as: conformity with Federal regulations, Civil Rights, Procurement, Americans with Disabilities Act (ADA), and Drug and Alcohol Testing requirements. For Federal Fiscal FY 2023, the Certifications and Assurances highlight the role safety committees and frontline worker representatives play in developing a Public Transportation Agency Safety Plan (PTASP), note, an applicant applying for assistance under that serves an urbanized area with a population of 200,000 or more must be able to certify that the safety committee of the entity, followed by the board of directors of the applicant, has approved the PTASP and any updates.

Upon motion by Member Mendoza and seconded by Member Riddle the Tulare County Regional Transit Agency unanimously approved Items C as presented.

E. DISCUSSION - Consideration to Amend Joint Powers Agreement and Bylaws to Include Student Transportation

Mr. Tree informed that on February 3, 2023, PUSD and TCRTA met with PUSD's third party operator to discuss the possibility of extending the agreement one year, this would allow PUSD and TCRTA additional time to prepare an agreement between the two parties, additionally, both parties are continuing to prepare draft amendments to the JPA and prepare a draft agreement between the parties, and finally, TCRTA staff would be requesting guidance from the FTA Administrator for Region IX in regard to federal grantees administering student transportation programs.

IX. OTHER BUSINESS:

A. Director's Report

Mr. Tree stated that TCRTA is actively evaluating the vacant position for the TCRTA Finance Manager and is getting assistance from Tulare County Resource Management Agency, finance reports would and ridership data would be presented at the next meeting, TCRTA staff would be meeting with the Tule River Tribe, would bring an updated item next TCRTA meeting about micro transit, and lastly TCRTA would be bring branding concepts to the next meeting.

B. Request from Board Members for Future Agenda Items

None

X. CLOSED SESSION ITEMS:

A. None

XI. ADJOURN

The meeting adjourned at 7:14 p.m. Chair Sigala confirmed the next scheduled meeting of the Tulare County Regional Transit Agency (TCRTA) Board of Directors will be held on **February 22, 2023 and will take place at 6:00 p.m.** at the Tulare County Regional Transit Agency (TCRTA), 210 N. Church Street, Suite B, Sequoia Conference Room, Visalia, CA 93291.

Tulare County Regional Transit Agency

AGENDA ITEM VII-B

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

Action: Reaffirm Conditions Of State Assembly Bill 361 To Continue Remote Attendance

BACKGROUND:

In response to the COVID-19 pandemic, the Governor suspended part of the Brown Act concerning the requirements for allowing Governing Board members to remotely participate in Board meetings. The suspended provisions require that 1) Governing Board meeting agendas allowing remote Board Member participation list each of the specific locations from which Board members will be remotely participating, 2) such agendas be posted at each such location, and 3) members of the public must be allowed to remotely participate in the meeting from each of the listed locations. The suspension was done to promote social distancing and so to help limit the spread of COVID-19.

DISCUSSION:

The Governor's suspension of these Brown Act provisions expired as of September 30, 2021 and was replaced by State Assembly Bill (AB) 361, an urgency statute that became effective as of September 30, 2021. Under AB 361, Governing Boards can continue to allow remote Board members participation in Brown Act public meetings if several conditions are met:

1. The meeting is held during a declared State of Emergency (Like the Governor's COVID-19 pandemic State of Emergency that's still in effect in California);
2. The Governing Board adopts findings to the effect that allowing remote meeting participation by Governing Board members promotes social distancing, which in turn helps prevent the spread of COVID-19;
3. The Governing Board confirms these conditions continue to be met every 30 days.

The Tulare County Regional Transit Agency Board of Directors passed a resolution adopting a policy of remote attendance pursuant to AB 361 on October 18, 2021.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors reaffirm Resolution No. 2021-11 to continue to participate in its governing board meetings remotely by the teleconferencing provisions of AB 361.

FISCAL IMPACT:

None

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-C

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

ACTION: Receive and File Financial Statement as of January 31, 2023

BACKGROUND:

The following Financial Statement as of January 31, 2023, provides year-to-date revenue and expenses compared to the Fiscal Year 2022 Budget.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors receive and file the Financial Statement as of January 31, 2023.

FISCAL IMPACT:

None

ATTACHMENT:

1. Financial Statement as of January 31, 2023

TCRTA
Profit Loss Statement
FYTD January 31, 2023

Attachment 1

Account	Account Description	FY 22-23	Actuals	Difference
4801	Interest		12,604	(12,604)
5220	Other Revenue - SCE	800,000		800,000
5220	Other Revenue - SJVAPCD	400,000		400,000
5220	Other Revenue - AHSC	1,581,585	403,591	1,177,994
5054	State Funds STA	3,328,956		3,328,956
5054	State Funds LTF	3,661,302		3,661,302
5054	State Funds LCTOP	902,580	1,235,116	(332,536)
5054	State Funds TIRCP	9,145,877		9,145,877
5054	PTMISEA Dinuba Fare System	51,455		51,455
5054	Grants Other (SGR/SB1 Capital)	1,429,188		1,429,188
5700	Federal Funds 5307 (ARPA)	739,290		739,290
5700	Federal Funds 5307 (FTA Claims)	7,835,719		7,835,719
5700	Federal Funds 5311 Cares Act Funding	2,533,398		2,533,398
5700	Federal Funds 5311 (Operating)	1,258,194		1,258,194
5700	Federal Funds 5339 (Dinuba)	243,455		243,455
5700	Federal Funds 5339a	1,912,500		1,912,500
5700	CMAQ (STBGP)	3,086,000		3,086,000
5700	CMAQ (Micro Transit)	1,471,098		1,471,098
5700	CMAQ (Capital)	1,750,000		1,750,000
5835	HVIP	3,012,000		3,012,000
5835	Advertising	130,000	22,912	107,088
5835	Measure R Transit Funds	3,320,000	1,047,500	2,272,500
5835	Measure R Revenues (Other financing sources)	4,445		4,445
5835	MR Innovation & Tech Funds	1,000,000		1,000,000
5835	Public Transit Passenger Fares (Micro Transit)	130,000	105,533	24,467
5873	Public Transit Passenger Fares (Regular)	459,000	198,815	260,185
	Total Revenues	50,186,042	3,026,071	47,159,971
7000	Operating Supplies	1,160	13	1,148
7005	Communications	107,890	20,154	87,736
7010	Insurance	265,133	138,588	126,545
7021	Repair & Maintenance Facility	202,739	44	202,695
7024	Maintenance-Bldg. & Improvements (TCAG)	50		50
7036	Office Expense	186,940	58,081	128,859
7040	Courier / Mail	700		700
7043	Safety and Security	100,000		100,000
7043	Professional and Specialized Expense	712,216		712,216
7043	Contractual Services	16,393,222	6,788,583	9,604,639
7059	Publications/Dues/Memberships/ Legal Notices	1,000	715	285
7062	Rent	11,000	24,721	(13,721)
7066	Salaries and Employee Benefits (TCAG Staff Support)	45,000		45,000
7066	Salaries and Benefits TCRTA Staff	804,989	88,151	716,838
7066	Workers' Comp Ins	3,306		3,306
7066	Advertising (Outreach)	35,000		35,000
7066	Special Dept Expense (RMA, County Counsel & Porterville Staff)	89,367	28,310	61,057
7073	Transpiration, Travel & Training	7,000	5,131	1,869
7081	Utilities	172,000	45,054	126,946
8345	Capital Improvement Program	30,047,330	14,194	30,033,136
8345	Innovations & Tech	1,000,000	527,159	472,841
	Total Expense	50,186,042	7,738,898	42,447,144
	Net Profit(Loss)	0	(4,712,827)	4,712,827

Tulare County Regional Transit Agency

AGENDA ITEM VIII-A

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

Action: Approve Conditions to Expand On-Demand Service

BACKGROUND:

On-Demand transportation has become a tool that has demonstrated great promise for many transit agencies across the country where there is a mix of urban and rural communities being served. TCRTA has direct experience with this service model as it has been provided in Porterville since 2020 under the service name transPORT which uses Uber's technology to schedule and dispatch trips to riders. transPORT has successfully provided residents of Porterville with significantly greater access to their community, employment, and healthcare, and TCRTA would like to make similar services available across the majority of Tulare County. In 2022, Uber provided notice that it would no longer be investing in the product that is being used to operate transPORT and has informed staff that the current agreement will expire on June 30, 2023.

TCRTA is currently in a position where we must either stop the operations of transPORT which will affect nearly 200 people per day who rely on this service or expedite the implementation of an On-Demand transit operations management software platform to replace what was provided by Uber.

DISCUSSION:

Because TCRTA has direct experience with technology to operate On-Demand transit services staff understands what is required to operate a service like transPORT. Over the course of the past six months, staff from both TCRTA and Visalia Transit have done extensive research on the On-Demand technology market. Through this process, we have determined that Via is uniquely positioned to provide the greatest value to TCRTA and our communities, more than any other vendor who provides similar technology.

In addition to providing TCRTA with a technology platform that is the most widely used around the world for On-Demand transportation, Via can provide a wide variety of services that no other On-Demand technology provider is capable of. Some of these unique offerings include:

- **Service Design Expertise** – Made up of professional transit consultants, the Via Strategies team is available to TCRTA to help design a transportation service that evolves with our goals. In addition to their subject matter expertise, Via's team uses many sophisticated tools integrated with data from over 600 partners to help make better educated decisions on service configuration.
- **Student Transportation** – As TCRTA looks to the future of our operations as it relates to transporting students, Via's experience in both providing technology for and consulting services for student transportation operations can be leveraged.

- **Transportation as a Service** – If labor and vehicle availability is disrupted, TCRTA can leverage Via to help launch services that supplement our operations very quickly in a turnkey approach. These services include everything needed to operate On-Demand transportation.
- **Ongoing Support** – Via provides ongoing support services over the life of the deployment, including 24/7 technical support, community engagement and rider growth advisory, and a dedicated Partner Success Manager.
- **Revenue Generation** – Via works with transit agencies to design and implement advertising solutions that are tailored to our unique goals at no additional cost, which help our partners save as much as 50% of the cost of the software by generating non-fare revenue.
- **Integration With Existing Services** – When integrating On-Demand into transit operations where fixed route service exists, a key factor for success is ensuring that riders are provided with multi-modal options. Via has grown an expertise in integrating the On-Demand services with transit operations that includes logic to ensure they are complementary and do not compete with one another by using automated anti-cannibalization logic.

TCRTA and Visalia staff have worked closely with Via to design a regional On-Demand service that maximizes the benefits to our communities across Tulare County. The proposed technology will be implemented in multiple phases to support On-Demand, ADA Paratransit, Dial-a-Ride, and NEMT services throughout the region which will be operated by TCRTA. The phases are described below:

1. Migrate Porterville Service Zone (Porterville, Strathmore, Lindsay) from Uber to Via.
2. Deploy services in Urban areas – Visalia, Tulare, Exeter, Farmersville, Dinuba, and Woodlake.
3. Deploy services in Rural areas.
4. Deploy concierge portal for healthcare organizations.
5. Deploy NEMT services.

Typical implementation schedules like TCRTA's planned service design average twelve weeks after the contract has been executed, beginning work upon award to optimize for success. However, Via is willing to adjust their standard implementation timeline based on TCRTA's preferred launch timeline. Below is a brief description of each stage of the recommended twelve-week implementation timeline:

- Stage 1** – Scoping & Branding Finalization and Vehicle Procurement
(Weeks 1-3)
- Stage 2** – System Setup and Marketing
(Weeks 4-7)
- Stage 3** – Operations Prep
(Weeks 8-9)
- Stage 4** – Pre-Launch
(Weeks 10-11)
- Stage 5** - Launch

Staff is seeking approval to negotiate a three-year agreement with Via Mobility, LLC to pilot the regional On-Demand service. At the conclusion of the second year, TCRTA and Visalia will evaluate the performance and collectively issue a request for proposals for a long-term agreement at the conclusion of the final year of the pilot (Year 3).

Since the procurement of the On-Demand software is funded with local transportation dollars, the Federal Transit Administration (FTA) procurement requirements do not apply to this procurement. Any future procurements of equipment that use FTA funds must be in accordance with the FTA Procurement Circular 4220.1F, by requesting competitive proposals.

The estimated cost of On-Demand software includes a one-time installation fee of \$100,000, a one-time purchase of tablets and mounting equipment of \$82,500, and a monthly service fee of \$400 per vehicle.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors:

1. Approve regional On-Demand services to include all TCRTA member agencies and the City of Visalia, pending Visalia City Council approval; and
2. Authorize the Executive Director to enter contract negotiations with Via Mobility, LLC; and
3. Approve the anticipated On-Demand software and equipment budget of \$422,530 for Year 1 and \$264,000 for Year 2 and Year 3.

FISCAL IMPACT:

On-Demand software services is funded with local transportation funds that have been budgeted in the 2022 Operating Budget. On-Demand operating, and capital expenses (vehicles) are partially funded from the Federal Transit Administration (FTA) and other state and local funds.

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-B

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

Action: Resolution 2023-02 Approving Agreement with the Central Valley Regional Center

BACKGROUND:

The Central Valley Regional Center's (CVRC) mission is to help individuals with developmental disabilities, and children at risk, to reach their goals. To accomplish this, CVRC provides coordinating resources, and collaborates with other agencies to develop the best services for clients and families. CVRC is a private, nonprofit corporation, funded by the State of California to provide services to persons with developmental disabilities.

DISCUSSION:

CVRC is seeking to form a partnership with TCRTA to offer transportation services for their clients. CVRC is requesting that TCRTA be setup as a vendor for TCRTA to bill CVRC for trips performed on a monthly basis. Clients authorized for public transportation services will be the responsibility of CVRC.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve Resolution 2023-02 authorizing the Executive Director to enter into agreements and contracts with CVRC, sign vendor applications, and conduct other business with CVRC as needed.

FISCAL IMPACT:

There is no financial impact for partnering with CVRC, however TCRTA will benefit from increased passenger revenue.

ATTACHMENT:

1. Draft Resolution 2023-02
2. CVRC Vendor Application Packet

RESOLUTION NO. 2023-02**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH THE CENTRAL VALLEY REGIONAL CENTER FOR TRANSPORTATION SERVICES**

WHEREAS, the Central Valley Regional Center's (CVRC) mission is to help individuals with developmental disabilities, and children at risk, to reach their goals; and

WHEREAS, CVRC desires to partner with the Tulare County Regional Transit Agency to provide transportation services to CVRC clients; and

WHEREAS, Tulare County Regional Transit Agency (TCRTA) desires to become a vendor with CVRC in order for TCRTA to bill CVRC for trips performed on a monthly basis.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the **TCRTA Board of Directors** does hereby Authorize the Executive Director, to file and execute agreements and contracts with CVRC, sign vendor applications and conduct other business with CVRC as needed.

PASSED AND ADOPTED this **22nd day of February 2023** by the Board of Directors of the Tulare County Regional Transit Agency.

RESOLUTION NO. 2023-02

THE FOREGOING RESOLUTION was passed and adopted by the Board of Directors of the Tulare County Regional Transit Agency at a regular meeting thereof held on the **22nd day of February 2023**.

AYES:

NOES:

ABSTAIN:

ABSENT:

SIGNED:

Jose Sigala, Board Chair

ATTEST:

Richard Tree, Executive Director

VENDORIZATION APPLICATION CHECK LIST

PLEASE USE THIS LIST TO ENSURE EVERY PAGE IS FILLED OUT PRIOR TO SUBMITTING TO CENTRAL VALLEY REGIONAL CENTER. MISSING INFORMATION WILL DELAY YOUR VENDORIZATION PROCESS. MANDATORY INFORMATION IS HIGHLIGHTED IN YELLOW ON EACH PAGE

1. VENDOR APPLICATION
2. CONFLICT OF INTEREST STATEMENT
3. W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
4. GENERAL REQUIREMENTS FOR VENDOR
5. GENERAL REQUIREMENTS FOR VENDOR SIGNATURE PAGE
6. GENERAL REQUIREMENT FOR VENDOR (YOUR COPY)
7. GENERAL REQUIREMENT FOR VENDOR SIGNATURE PAGE (YOUR COPY)
8. SUBMIT A COPY OF IRS SS4 FORM (SAMPLE FOR REVIEW) **OR:**
9. SUBMIT A COPY OF IRS 147-C FORM (SAMPLE FOR REVIEW)
10. HOME AND COMMUNITY BASED-SERVICES PROVIDER AGREEMENT
11. APPLICATION/VENDOR DISCLOSURE STATEMENT INSTRUCTIONS (PAGE 1)
12. APPLICATION/VENDOR DISCLOSURE STATEMENT (PAGE 2)
13. APPLICATION/VENDOR DISCLOSURE STATEMENT (PAGE 3)
14. APPLICATION/VENDOR DISCLOSURE STATEMENT (PAGE 4)
15. CORPORATION BOARD RESOLUTION (SAMPLE)
16. CORPORATION BOARD RESOLUTION FILL OUT, SIGN AND DATE
17. ENROLLMENT PROCESS ELECTRONIC BILLING AGREEMENT FORM
18. ENROLLMENT PROCESS PROVIDER EFT/EB/EA INFORMATION
19. ENROLLMENT PROCESS REGIONAL CENTER PROVIDER ELECTRONIC BILLING AGREEMENT FORM
20. ENROLLMENT PROCESS SERVICE PROVIDER ADMINISTRATOR USER SECURITY INFORMATION
21. ENROLLMENT PROCESS REGIONAL CENTER PROVIDER ELECTRONIC BILLING AGREEMENT FORM
22. ENROLLMENT PROCESS REGIONAL CENTER PROVIDER ELECTRONC BILLING AGREEMENT FORM SIGNATURE PAGE
23. HIPPA COMPLIANCE PROVISIONS FOR REGIONAL CENTER SERVICE PROVIDERS
24. WHISTLEBLOWER POLICY FOR REGIONAL CENTER SERVICE PROVIDERS
25. ZERO TOLERANCE POLICY FOR REGIONAL CENTER SERVICE PROVIDERS

FOR ANY QUESTIONS RELATED TO ANY OF THE FORMS PLEASE CONTACT:

VICKI JORDAN (559) 276-4325 OR VJORDAN@CVRC.ORG

THANK YOU,

VENDORIZATION DEPARTMENT

VENDOR APPLICATION

DS 1890 (Rev. 8/2004) (Electronic Version)

Applicant Name					Federal Tax ID or SSN *
Name of any Governing Body or Management Organization					
N/A					
Mailing Address	(Street)	(City)	(State)	(Zip)	(County)
Service Address	(Street)	(City)	(State)	(Zip)	(County)
(if different than mailing address)					
Applicant (owner or executive director)			Telephone number		
N/A			Fax number: ()		
Type of Service to be Provided			Facility Capacity		
Identification of the type of consultants, subcontractors and community resources to be used by the vendor as part of its service					
X Contact Person			X E-mail		
X Emergency Phone #			Cell #		

CERTIFICATION

I hereby certify to the best of my knowledge and belief, this information is true, correct, and complies with Title 17, Section 54310(a).

Applicant's Signature	Date

INSTRUCTIONS

Please read the Department of Developmental Services California Code of Regulations, available from the regional centers, prior to completing this form. Type or print this form. Mail to the regional center serving your area.

Attach applicable information outlined in Title 17, Section 54310(a)(10)

- X (A) Any license, credential, registration or permit required for the performance of the service or operation of the program, or proof of application for such document; PLEASE SEND A COPY OF _____
- (B) Any academic degree required for performance or operation of the service;
- (C) Any waiver from licensure, registration, certification, credential, or permit from the responsible controlling agency;
- (D) The proposed or existing program design as required in Section 56712 and Section 56762, if applicable, for applicants seeking vendorization as community-based day programs;
- (E) The proposed or existing staff qualifications and duty statements as required in sections 56722 and 56724 for applicants seeking vendorization as community-based day programs;
- (F) The proposed or existing design as required in Section 56780 for applicants seeking vendorization as in-home respite services agencies;
- (G) The proposed or existing staff qualifications and duty statements as required in Section 56792 for applicants seeking vendorization as in-home respite services agencies.
- (H) The signed Home and Community-Based Services Provider Agreement with the Department of Health Services, if required.

* "Except for the Federal Tax ID or Social Security Number, all information provided by you on this form may be released to a member of the public pursuant to the Public Records Act, section 6250 et seq. of the California Government Code."

CENTRAL VALLEY REGIONAL CENTER, INC.
4615 N. Marty Ave. Fresno, California 93722

VENDOR QUESTIONNAIRE
CONFLICT OF INTEREST STATEMENT

*Form must be filled out were high-lighted

X Your Name/Name of Worker/or Business Owner, responsible for client(s) services: _____

X Mailing Address: _____

Other Location: _____

X Telephone Number: _____ Hours to be reached: _____

X Director and/or Contact Person: _____

Have you ever been vendored by the Department of Developmental Services through this or any other regional center?

	Date	Regional Center
Yes, under the name _____	_____	_____
Yes, under the classification _____	_____	Vendor number(s) _____
No _____		

Are you, or your spouse employed by or on leave of absence from:

	State Agency or Department	Self or Spouse
Department of Developmental Services _____	_____	_____
Other Department of State Government _____	_____	_____
Regional Center or CCS _____	_____	_____
State Hospital or Developmental Center _____	_____	_____
Board of Directors of a Regional Center _____	_____	_____

Do you feel there would be a conflict of interest in your provision of service to regional center clients.

Yes _____
No _____

Under penalty of perjury I certify that the information provided on this form is true, correct and complete.

Signature of Applicant: _____ Date: _____

FOR OFFICE USE ONLY

Rater: Does a potential exist for conflict of interest? YES _____ NO _____

If a potential conflict exists, how will Central Valley Center, Inc. mitigate the situation?

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
5 Address (number, street, and apt. or suite no.) See instructions.		Exempt payee code (if any) _____	
6 City, state, and ZIP code		Exemption from FATCA reporting code (if any) _____	
7 List account number(s) here (optional)		(Applies to accounts maintained outside the U.S.)	

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
[] [] - [] [] [] [] [] [] [] []	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Please read, sign and return along with Vendor application and other forms

California Code of Regulations Title 17 * 54326 General Requirements for Vendors

(a) All vendors shall:

- (1) Be prohibited from transferring vendorization of their services to another person or entity;
- (2) Provide access to regional center and/or Department staff, on an announced or unannounced basis, for the purpose specified in the Welfare and Institutions Code, Section 4648.1;
- (3) Maintain records of services provided to consumers in sufficient detail to verify delivery of the units of service billed:
 - (A) Such records shall be maintained for a minimum of five years from the date of final payment for the State fiscal year in which services were rendered or until audit findings have been resolved, whichever is longer.
 - (B) Records must include for each consumer the information specified in Section 50604 (d), (3), (A), (B), (C), (E) or (F), as applicable
 - (C) Data as specified in Section 50604 (d), (3), (A), (B), (C), (D), (E) or (F), as applicable, for the billing period shall be submitted to the regional center with the billings/invoices.
- (4) Make available any books and records pertaining to the vendored service, including those of the management organization and disclosure information required in Section 54311, if applicable, for audit, inspection or authorized agency representatives. This shall also include only those portions of any personnel records that are necessary to ensure staff qualifications comply with the requirements contained in Section 56724, and Section 56770 or 56792 of these regulations, if applicable, in order to comply with the monitoring of program standards pursuant to the Welfare/Institutions Code, Section 4691(f);
- (5) Utilize and be bound by Title 17, Section 50700 through 50767, and the Welfare and Institutions Code, Section 4648.2, should the vendor elect to appeal any audit findings.
- (6) Comply with the provisions contained in the Fair Labor Standards Act (29 U.S.C., Sections 201 through 219);
- (7) Not discriminate in the provision of services to consumers on the basis of race, religion, age, disability, sex or the national origin of the consumer, or his/her parents, guardian or conservator;
- (8) Be vendored separately for each type of services provided, as specified in Sections 54342 through 54356 of these regulations unless the regional center waives separate vendorization pursuant to Section 54342 (a) (37) or 54342 (a), (78), (A);
- (9) Provide certification consistent with the Public Contract Code, Sections 10410 and 10411, that the vendor and the agents or employees of the vendor, in the performance of the contracts, are independent contractors and are not officers or employees of the State of California;
- (10) Bill only for services which are actually provided to consumers and which have been authorized by the referring regional center. When the vendor is receiving payment for a consumer from the Department of Rehabilitation and /or the Department of Health Services for a portion of the program day, and the vendor's rate of reimbursement is based on costs reported pursuant to Section 57422 (c) (2) the vendor shall only bill the prorated share of daily rate.
- (11) Not bill for consumers absences for non-residential services. The Department shall authorize payments for absences which are the direct result of situations and/or occurrences for which a State of Emergency has been declared by the Governor. If payment for absences due to a State of Emergency is authorized by the Department, the vendor shall bill only for absences in excess of the average number of absences experienced by the vendor during the 12 month period prior to the month in which the disaster occurred.
- (12) Agree to accept the rate established, revised or adjusted by the Department as payment in full for all authorized services provided to consumers and not bill the consumer nor the consumer's family, conservator, guardian or authorized consumer representative for a supplemental amount regardless of the cost of providing the authorized service. This shall not preclude the vendor from billing the consumer or consumer's family for services provided which were authorized by the consumer or family and which were not authorized by the regional center.
- (13) Comply with all applicable staffing ratio requirements;
- (14) Be prohibited from being vendored by more than one regional center for the same service at the same location; and
- (15) Comply with conflict of interest requirements as determined by the criteria established by Title 17, Sections 54500 through 54525 and the Welfare and Institutions Code, Section 4626 through 4628.
- (16) Sign the Home and Community- Based Services Provider Agreement (6/99), if applicable pursuant to Section 54310 (a), (10), (I) and (e). If the Home and Community-Based Services Provider Agreement (6/99) is required and has not been signed, the regional center shall:
 - (A) For a new applicant requesting vendorization, deny vendorization pursuant to Section 54322(c); or
 - (B) For existing vendors, notify in writing, the vendor and utilizing regional center(s), if any, that the signed Home and

Community-Based Services Provider Agreement (6/99) is required and that payment of the vendor's rate will be suspended, the effective date of the suspension, and that payment shall remain suspended until the signed Home and Community-Based Services Provider Agreement (6/99), is received.

- (1) The effective date for suspension of payment of the vendor's rate shall be 15 days from the date of the letter notifying the vendor that payment will be suspended.
 - (2) If the signed Home and Community-Based Service Provider Agreement (6/99), is submitted within the time specified, no further action will be taken.
 - (3) If the Home and Community-Based Services Provider Agreement (6/99), is submitted after the date when payment of the vendor's rate has been suspended, the vendoring regional center shall notify the vendor and utilizing regional center(s) that payment of the vendor's rate is reinstated as of the date payment was suspended.
- (17) Notify the vendoring regional center of any additions or changes in the information disclosed on the DS1891 (7/2011) and submit the information pursuant to requirements of section 54311(c);
- (18) Notify the vendoring regional center of:
- (A) Any conviction for any felony or misdemeanor, within the previous ten years, involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or that has been found liable, within the previous ten years, in any civil proceeding for fraud or abuse in any government program;
 - (B) Any settlement in lieu of conviction involving fraud or abuse in any government program within the previous ten years; or
 - (C) Any loss of license, certificate or credential, or failure to maintain any valid licenses, certificates or credentials required for the performance or operation of the vendored service.
 - (D) The vendor shall maintain a written description of its organization structure and operations at the vendor's business office in accordance with the following:
- (1) All descriptions shall include:
- (A) An identification of the legal entity serving as the governing body or board of directors;
 - (B) The policies of operation that are established by the governing body or board of directors; and
 - (C) A diagram depicting the relationships among organizational units and titles of persons responsible for those units.
- (2) In addition to the information specified in (b), (1) above, if the vendor:
- (A) Operates more than one service, the description shall also include:
 1. The names, addresses and vendor numbers of the other services; and
 2. Whether any of the services share staff or facility space.
 - (B) Has a management organization, the description shall also include a diagram depicting the relationships among the management organization, the vendor, and any other services under the management organization.
 - (C) Compliance with the standards and requirements specified in these regulations does not exempt a vendor from compliance with existing statutes and regulations or with any other applicable standards or requirements promulgated by the controlling agencies for the service provided by the vendor.

Note: Authority cited: Chapter 157, Statutes of 2003; Section 4648. 12(c), (1), (A), welfare and institutions Code; and Section 11152 Government Code.

Reference: Sections 4500, 4501, 4502, 4641.5, 4648, 4648.1, 4648.12 and 4742, Welfare and institutions Code; and Title 42, Code of Federal Regulations, Sections 455, 104, 455.105 and 455.106.

I certify that I have received a copy of the above requirements and that I agree to abide by them and any subsequent changes.

Signature

Date

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(a) All vendors shall:

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- (5) Utilize and be bound by Title 17, Section 50700 through 50767, and the Welfare and Institutions Code, Section 4648.2, should the vendor elect to appeal any audit findings.
- (6) Comply with the provisions contained in the Fair Labor Standards Act (29 U.S.C., Sections 201 through 219);
- (7) Not discriminate in the provision of services to consumers on the basis of race, religion, age, disability, sex or the national origin of the consumer, or his/her parents, guardian or conservator;
- (8) Be vendored separately for each type of services provided, as specified in Sections 54342 through 54356 of these regulations unless the regional center waives separate vendorization pursuant to Section 54342 (a) (37) or 54342 (a), (78), (A);
- (9) Provide certification consistent with the Public Contract Code, Sections 10410 and 10411, that the vendor and the agents or employees of the vendor, in the performance of the contracts, are independent contractors and are not officers or employees of the State of California;
- (10) Bill only for services which are actually provided to consumers and which have been authorized by the referring regional center. When the vendor is receiving payment for a consumer from the Department of Rehabilitation and /or the Department of Health Services for a portion of the program day, and the vendor's rate of reimbursement is based on costs reported pursuant to Section 57422 (c) (2) the vendor shall only bill the prorated share of daily rate.
- (11) Not bill for consumers absences for non-residential services. The Department shall authorize payments for absences which are the direct result of situations and/or occurrences for which a State of Emergency has been declared by the Governor. If payment for absences due to a State of Emergency is authorized by the Department, the vendor shall bill only for absences in excess of the average number of absences experienced by the vendor during the 12 month period prior to the month in which the disaster occurred.
- (12) Agree to accept the rate established, revised or adjusted by the Department as payment in full for all authorized services provided to consumers and not bill the consumer nor the consumer's family, conservator, guardian or authorized consumer representative for a supplemental amount regardless of the cost of providing the authorized service. This shall not preclude the vendor from billing the consumer or consumer's family for services provided which were authorized by the consumer or family and which were not authorized by the regional center.
- (13) Comply with all applicable staffing ratio requirements;
- (14) Be prohibited from being vendored by more than one regional center for the same service at the same location; and
- (15) Comply with conflict of interest requirements as determined by the criteria established by Title 17, Sections 54500 through 54525 and the Welfare and Institutions Code, Section 4626 through 4628.
- (16) Sign the Home and Community- Based Services Provider Agreement (6/99), if applicable pursuant to Section 54310 (a), (10), (I) and (e). If the Home and Community-Based Services Provider Agreement (6/99) is required and has not been signed, the regional center shall:
 - (A) For a new applicant requesting vendorization, deny vendorization pursuant to Section 54322(c); or
 - (B) For existing vendors, notify in writing, the vendor and utilizing regional center(s), if any, that the signed Home and

Community-Based Services Provider Agreement (6/99) is required and that payment of the vendor's rate will be suspended, the effective date of the suspension, and that payment shall remain suspended until the signed Home and Community-Based Services Provider Agreement (6/99), is received.

- (1) The effective date for suspension of payment of the vendor's rate shall be 15 days from the date of the letter notifying the vendor that payment will be suspended.
- (2) If the signed Home and Community-Based Service Provider Agreement (6/99), is submitted within the time specified, no further action will be taken.
- (3) If the Home and Community-Based Services Provider Agreement (6/99), is submitted after the date when payment of the vendor's rate has been suspended, the vendoring regional center shall notify the vendor and utilizing regional center(s) that payment of the vendor's rate is reinstated as of the date payment was suspended.
- (17) Notify the vendoring regional center of any additions or changes in the information disclosed on the DS1891 (7/2011) and submit the information pursuant to requirements of section 54311(c);
- (18) Notify the vendoring regional center of:
 - (A) Any conviction for any felony or misdemeanor, within the previous ten years, involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or that has been found liable, within the previous ten years, in any civil proceeding for fraud or abuse in any government program;
 - (B) Any settlement in lieu of conviction involving fraud or abuse in any government program within the previous ten years; or
 - (C) Any loss of license, certificate or credential, or failure to maintain any valid licenses, certificates or credentials required for the performance or operation of the vendored service.
 - (D) The vendor shall maintain a written description of its organization structure and operations at the vendor's business office in accordance with the following:
 - (1) All descriptions shall include:
 - (A) An identification of the legal entity serving as the governing body or board of directors;
 - (B) The policies of operation that are established by the governing body or board of directors; and
 - (C) A diagram depicting the relationships among organizational units and titles of persons responsible for those units.
 - (2) In addition to the information specified in (b), (1) above, if the vendor:
 - (A) Operates more than one service, the description shall also include:
 1. The names, addresses and vendor numbers of the other services; and
 2. Whether any of the services share staff or facility space.
 - (B) Has a management organization, the description shall also include a diagram depicting the relationships among the management organization, the vendor, and any other services under the management organization.
 - (C) Compliance with the standards and requirements specified in these regulations does not exempt a vendor from compliance with existing statutes and regulations or with any other applicable standards or requirements promulgated by the controlling agencies for the service provided by the vendor.

Note: Authority cited: Chapter 157, Statutes of 2003; Section 4648.12(c). (1), (A), welfare and institutions Code; and Section 11152 Government Code.

Reference: Sections 4500, 4501, 4502, 4641.5, 4648, 4648.1, 4648.12 and 4742, Welfare and institutions Code; and Title 42, Code of Federal Regulations, Sections 455, 104, 455.105 and 455.106.

I certify that I have received a copy of the above requirements and that I agree to abide by them and any subsequent changes.

SAMPLE

SS4

X



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

002537.149509.0008.001 1 MB 0.390 532



Date of this notice: 12-16-2011

Employer Identification Number:

Form: SS-4

Number of this notice:

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

002537

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN: [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.



ODJEN UT 84201-0038

In reply refer to: 0435250061
Dec. 11, 2009 LTR 147C C
95-6006143 000000 00
Input to: 0435250061 00004270
80DC: IF



07120J

SAMPLE OF IRS FORM 147C LETTER

Employer Identification Number: 95-1

Dear Taxpayer:

We received your request of Dec. 02, 2009, asking us to verify your Employer Identification Number (EIN) and name.

Your Employer Identification Number (EIN) is this number. Enter your name and EIN on all federal business tax returns and on related correspondence. Please keep

If you need forms, schedules, or publications, you can obtain them by visiting the IRS web site at www.irs.gov or by calling toll free at 1-800-TAX-FORM (1-800-829-5676).

Please call our toll-free telephone number at 1-800-829-0115 with any questions you may have.

You also can write to us at the address shown at the top of this letter's first page.

When you write to us, please attach this letter and, in the spaces below, give us your telephone number with the hours we can reach you. You also may want to keep a copy of this letter for your records.

Telephone Number () _____ hours _____

We apologize for any inconvenience we may have caused you, and thank you for your cooperation.

SAMPLE

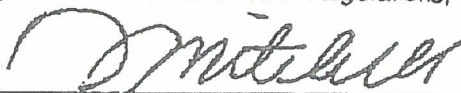
147-C

**HOME AND COMMUNITY BASED-SERVICES
PROVIDER AGREEMENT****Name of Service Provider** *(Please type or print)***Address****Telephone****Vendor Number****Service Code****CERTIFICATION STATEMENT**

The Provider agrees and shall certify under penalty of perjury that all claims for services provided to regional center clients have been provided to the clients by the Provider. The services were, to the best of the Provider's knowledge, provided in accordance with the client's written Individual Program Plan. The Provider shall also certify that all information submitted to the regional center is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. The Provider agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Developmental Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. The Provider also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

THE PROVIDER AGREES TO INCLUDE WITH EACH CLAIM SUBMITTED TO THE REGIONAL CENTER A CERTIFICATION STATEMENT TO THE ABOVE TERMS AND CONDITIONS WHICH SHALL BE PRINTED ON THE REVERSE SIDE OF EACH PROVIDER OF CARE CLAIM FORM.

I certify that the undersigned will be A PARTICIPATING provider of Medi-Cal home and community-based services upon SUBMISSION OF THIS AGREEMENT TO THE REGIONAL CENTER and satisfaction of all vendorization requirements pursuant to Title 17, California Code of Regulations, and compliance with the requirements for providers of service set out in Welfare and Institutions Code, Division 9, Part 3, and in California Code of Regulations, Title 22.



Department of Health Services

Signature of Service Provider**Date**

APPLICANT/VENDOR DISCLOSURE STATEMENT

GENERAL INSTRUCTIONS

Every applicant or vendor must complete and submit a current Applicant/Vendor Disclosure Statement, DS 1891 (disclosure statement) as part of a complete application packet for vendorization or upon request of the vendoring regional center. The following instructions are designed to clarify certain questions on the form. Instructions are listed in order of question for easy reference. See 42 CFR 455.101 for additional definitions.

Overall Authority: Code of Federal Regulations (CFR), Title 42, Part 455; California Code of Regulations, Title 17, Section 54311. Welfare and Institutions Code, Section 4649.12.

Important:

- **IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.**
- **Parents and consumers of Vouchers, Participant-Directed Services, or Purchase Reimbursements:** Complete Part 1 on page 2 and Part 3 on page 3, then proceed to Applicant/Vendor Signature on page 4 to sign and date.
- Failure to disclose complete and accurate information will result in a denial of enrollment and/or may be cause for termination of vendorization.
- Read **ALL** instructions when completing the disclosure statement.
- Type or print clearly in ink.
- If applicant or vendor must make corrections, please line through, date, and initial in ink. Do not use correction fluid.
- Answer all questions as of the current date.
- If additional space is needed, attach a sheet referencing the part and question being completed.
- Return this completed statement with the complete application package to the regional center to which you are applying.

Part 1: Identifying Information

- A. Specify name of the applicant or vendor, agency, facility or organization, vendor number and service code, business address, and telephone number of applicant or vendor submitting the vendor application.
- B. Specify in what capacity the applicant or vendor is doing business. For example: The name of the corporation under which they are doing business. This name must match the license name, if applicable.
- C. List the National Provider Identifier, of the applicant or vendor, if any.
- D. List the Social Security Number, Date of Birth, and/or the Federal Employer Identification Number (EIN) of the applicant or vendor, if any. Enter Vendor's nine-digit EIN assigned by the IRS in the following format: XX-XXXXXXX.
 - An EIN is used to identify the accounts of employers and certain others who have no employees.
 - For more information about an EIN, please check <http://www.irs.gov> for "Employer Identification Numbers" or "EIN". Whenever this Disclosure Statement requests an EIN about an individual or entity, it has the same meaning.
- E. Check the entity type that best describes the structure of your organization.

Part 2: Ownership and Control Interests. Use the following definitions to identify the individuals you should enter in A, B and C of this section. See 42 CFR 455.101 for additional definitions.

- "Indirect Ownership Interest" means an ownership interest in an entity that has an ownership interest in the applicant or vendor. This term includes an ownership interest in any entity that has an indirect ownership interest in the applicant or vendor;
- "Managing Employee" means a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, agency or business entity;
- "Ownership Interest" means the possession of equity in the capital, the stock, or the profits of the applicant or vendor.
- "Person with an Ownership or Control Interest" means a person or corporation that:
 - A) Has an ownership interest totaling 5 percent or more in an applicant or vendor;
 - B) Has an indirect ownership interest equal to 5 percent or more of an applicant or vendor;
 - C) Has a combination of direct or indirect ownership interests equal to 5 percent or more in an applicant or vendor;
 - D) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the applicant or vendor if that interest equals at least 5 percent of the value of the property or assets of the applicant or vendor;
 - E) Is an officer or director of an applicant or vendor that is organized as a corporation; or
 - F) Is a partner in an applicant or vendor that is organized as a partnership.
- "Significant Business Transaction" means any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of an applicant or vendor's total operating expenses.

- "Subcontractor" means an individual, agency, or organization to which an applicant or vendor has contracted or delegated some of the management functions or responsibilities of providing services.
- "Wholly Owned Supplier" means a supplier whose total ownership interest is held by an applicant or vendor or by a person, persons, or other entity with an ownership or control interest in an applicant or vendor.

Part 3: Excluded Individuals or Entities. (See page 3. Must be disclosed if applicable.)

"Excluded Individuals or Entities" means those individuals and entities that have been placed on either the U.S. Department of Health and Human Services Office of Inspectors' General (OIG) List of Excluded Individuals/Entities or the Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List of persons, or individuals and entities that have been convicted of a criminal offense related to involvement in any program under Medicare, Medicaid or the Title XX services program, or those individuals and entities that meet the criteria included in Title 17, Section 54311(a)(6).

**Title 17, California Code of Regulations, Section 54311(a)(6)
(Criteria for Excluded Individuals or Entities)**

The name, title and address of any person(s) who, as applicant or vendor, or who has ownership or control interest in the applicant or vendor, or is an agent, director, members of the board of directors, officer, or managing employee of the applicant or vendor, has within the previous ten years:

- (A) Been convicted of any felony or misdemeanor involving fraud or abuse in any government program, or related to neglect or abuse of an elder or dependent adult or child, or in any connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse; or
- (B) Been found liable any civil proceeding for fraud or abuse involving any government program; or
- (C) Entered into a settlement in lieu of conviction involving fraud or abuse in any government program.

PLEASE FILL OUT

Part 1. Applicant/Vendor Information

A. Name of applicant or vendor, entity, agency, facility, or organization as reported to IRS:

Vendor Number and Service Code: _____

Business Address: _____

Telephone number (with area code): _____

B. Name registered with California Secretary of State, if any: _____

C. National Provider Identifier (NPI), if any: _____

D. Social Security Number (SSN), Date of Birth (DOB), and/or Federal Employer Identification Number (EIN), if any: _____

E. Check the entity type that best describes the structure of the applicant or vendor individual, business entity, agency, facility or organization: Check only one box:

- ☐ Parent or Consumer for Vouchers, Participant-Directed Services, or Purchase Reimbursements (Complete Part 1 above and Part 3 on page 3, then proceed to Applicant/Vendor Signature on page 4 to sign and date).
- ☐ Sole Proprietor (Unincorporated)
- ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company: State of formation: _____
- ☐ Governmental
- ☐ Corporation: Corporate number: _____ State Incorporated: _____
- ☐ Nonprofit – Check One: ☐ Unincorporated Association ☐ Religious/Charitable
 ☐ Corporation ☐ Other (specify): _____

E-Mail Address: _____

Part 2. Ownership, indirect ownership, and managing employee interests (If not applicable, please indicate.)

A. List the name(s), title(s), address(es), SSNs, and DOBs of individuals for organizations having direct or indirect ownership interests, and/or managing employees in the applicant/vendor (see instructions for definitions). Also list all members of a group practice. Attach additional pages as necessary to list all officers, owners, management and ownership individuals and entities.

Name	Title	Address	SSN	DOB

Both mandatory

B. List those persons named in 'A' above or 'Part 4. A' below, that are related to each other as spouse, parent, child, or sibling.

Name	Relationship	Address

C. List the name, address, vendor number and service code, SSN, NPI and/or EIN of any other applicant or vendor in which a person with an ownership or controlling interest in the applicant or vendor also has an ownership or control interest of at least 5 percent or more. For example: Are any owners of the applicant or vendor also owners of Medicare or Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.)

Name	Address	Vendor Number and Service Code	SSN, NPI and/or EIN

Part 3. Excluded Individuals or Entities (If not applicable, please indicate.)

List the name, title, and address of any person, as applicant or vendor, or entity with an ownership or control interest, any agent, director, officer, or managing employee of the applicant or vendor who is an excluded individual or entity, as defined on page 2.

Name	Title	Address

Part 4. Subcontractor (If not applicable, please indicate.)

A. List the name, title, address, SSN, NPI and/or EIN of each person or entity with an ownership or control interest in any subcontractor in which the applicant or vendor has direct or indirect ownership of 5 percent or more. State percentage.

Name	Title	Address	Percentage	SSN, NPI and/or EIN

B. List the name, title, address, SSN, NPI and/or EIN of each subcontractor or wholly owned supplier in which the applicant or vendor has had any significant business transactions within 5 years of the application or request.

Name	Title	Address	SSN, NPI, and/or EIN

APPLICANT/VENDOR SIGNATURE

Knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to become vendored, or if the service provider already is vendored, a termination of its vendorization.

By signing this disclosure statement, you hereby certify and swear under penalty of perjury that (a) you have knowledge concerning the information above, and (b) the information above is true and accurate. You agree to inform the vendoring Regional Center, in writing, within 30 days of any changes or if additional information becomes available.

Name of Applicant/Vendor or Authorized Representative

Title

Signature

Date

Recordkeeping and Access to Records

Subject to the provisions of Title 17, California Code of Regulations, Section 54311 and Code of Federal Regulations, Title 42, Part 455.105, an applicant or vendored provider agrees to provide access for the review of any and all ownership disclosure information and/or documentation upon written request by the vendoring regional center, the Department of Developmental Services, the State Medicaid Agency, Department of Health Care Services, any State survey team, the Secretary of the United States Department of Health and Human Services, or any duly authorized representatives of the above named entities.

Privacy Statement

All information requested on the application and the disclosure statement is mandatory with the exception of the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department of Developmental Services pursuant to 26 USC 6041. This information is required by the authority of Welfare and Institutions Code, Section 4648.12 and Title 17, California Code of Regulations, Section 54311. The consequences of not supplying the mandatory information requested are denial of vendorization as a regional center vendor or termination of vendorization. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or licensing programs in other states.

CORPORATION BOARD RESOLUTION

____NAME OF YOUR BUSINESS/AGENCY____

____STREET ADDRESS____

____CITY, STATE, ZIP CODE____

SAMPLE

Now, therefore, be it resolved, that the following individual(s) are appointed and confirmed as signing officers for ____NAME OF YOUR BUSINESS/AGENCY____ through its Owner/Executive Director. The Owner/Executive Director authorizes, directs, and empowers the following person(s) to enter into agreements and contracts with CVRC, sign vendor applications and conduct other business with CVRC as needed:

____NAME OF INDIVIDUAL____

____NAME OF INDIVIDUAL____

____NAME OF INDIVIDUAL____

Signature: _____

Date: _____

see next page...

CORPORATION BOARD RESOLUTION

Now, therefore, be it resolved, that the following individual(s) are appointed and confirmed as signing officers for _____ through its Owner/Executive Director. The Owner/Executive Director authorizes, directs, and empowers the following person(s) to enter into agreements and contracts with CVRC, sign vendor applications and conduct other business with CVRC as needed:

Signature: _____

Date: _____

ENROLLMENT PROCESS

eBilling, eAttendance & EFT Payment Processing Agreement

Form Instructions

Every service provider organization must appoint a representative who will administer user accounts for those employees requiring access to the eBilling web based application, and that representative must complete the agreement form in its entirety and submit it to the appropriate regional center for registration and access. Each service provider organization will be responsible for maintaining security agreements with those employees accessing the eBilling application.

The Provider must sign the agreement form and return it to the regional center to complete the enrollment process before the representative will be granted administrative access to the eBilling application. **All pages must be returned.**

Upon termination of a service provider organization's employee, it is the responsibility of the service provider representative to terminate access for that user account. When the service provider representative is voluntarily or involuntarily terminated from employment, the service provider organization must notify the regional center of this termination within 24 hours to have access removed.

A copy of the entire provider enrollment form must be kept on file at the regional center. Copies may be made if necessary.

ENROLLMENT PROCESS

Regional Center Provider Electronic Billing Agreement Form

A separate agreement form must be completed for each Service Provider Number (SPN).

Service Provider Name

Service Provider Number

Name of Governing Body or Management Organization

Mailing Address

(Street)

(City)

(State)

(Zip)

Service Address

(If different than
Mailing Address)

(Street)

(City)

(State)

(Zip)

Telephone Number

Email Address

To be completed by Regional Center Staff

Service Code	Sub-Code	Checkbox Calendar(Y/N)	Type (Y/N/I/P) ★
--------------	----------	------------------------	------------------

Service Code	Sub-Code	Checkbox Calendar(Y/N)	Type (Y/N/I/P) ★
--------------	----------	------------------------	------------------

Service Code	Sub-Code	Checkbox Calendar(Y/N)	Type (Y/N/I/P) ★
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Service Code	Sub-Code	Checkbox Calendar(Y/N)	Type (Y/N/I/P) ★
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★	<u>Checkbox Calendar</u>	<u>Type</u>	
	Y	Y	Monthly Residential Services
	Y	N	Monthly Non-Residential Services
	N	N	Units Calendar
	N	I	In & Out Times/Hrly rate
	N	P	Purchases

ENROLLMENT PROCESS

Provider EFT/EB/EA Information

Provider Name	Service Provider Number
Bank Name (Primary Account)	Bank Name (P & I Account)*
Bank Routing Number (Primary Account)	Bank Routing Number (P & I Account)
Account Number (Primary Account)	Account Number (P & I Account)
Account Type (Checking or Savings: Primary Account)	Account Type (Checking or Savings: P & I Account)
Mail check remittance advice? (Yes or No)**	Mail check remittance advice? (Yes or No)**
Starting date for EFT processing	Start date for EB Processing
Approved at Regional Center by	Date

*Second Bank Account, for P & I, should be used by Residential Facilities for the purpose of receiving Personal & Incidental funds for the customers.

**If you want a printed copy of your detail EFT transactions, answer yes to Mail Check Remittance Advice.

Please submit a voided check and a W-9 form with this request.

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ENROLLMENT PROCESS

Service Provider Administrator User Security Information

Provider Name

Service Provider Number

User Name

(First)

(Last)

(MI)

User ID

User Password (at least 6 characters in length, numbers and characters ok) *

* Note – Password must be reset upon initial logon to eBilling

Provider Signature

Telephone

Date

(Regional Center use only)

Updated by RC Administrator

Date

ENROLLMENT PROCESS

Regional Center Provider Electronic Billing Agreement Form

1. CLAIMS ACCEPTANCE AND PROCESSING

The regional center agrees to accept from the enrolled Provider electronic invoices. The Provider hereby acknowledges that he or she has received and read and understands and agrees to abide by the EB provider manual and its contents, and agrees to read and comply with all EB provider manual updates and provider bulletins relating to electronic billing.

2. CLAIMS CERTIFICATION

The Provider agrees and shall certify under penalty of perjury that all claims for services provided to regional center consumers have been provided to the consumers by the Provider. The services were, to the best of Provider's knowledge, provided in accordance with the consumer's written Individual Program Plan. The Provider shall certify that all information submitted to the regional center is accurate and complete. The Provider understands that payment of these claims will be from federal and/or state funds, and falsification or concealment of a material fact may be prosecuted under federal and/or state laws. The Provider agrees to keep for a minimum period of five years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the consumer. The Provider agrees to furnish these records and any information regarding payments claimed for providing the services, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Developmental Services; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, or their duly authorized representatives. The Provider also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

I certify that the consumer(s) submitted through the electronic process were provided the services as authorized for the stated periods, and that no additional charges were made to other parties. These claims are submitted under penalty of perjury in accordance with the Medi-Cal program Provider Agreement Claim Certification.

3. VERIFICATION OF CLAIMS WITH SOURCE DOCUMENTS

The Provider agrees to retain personal responsibility for the development, transcription, data entry, and transmittal of all invoice information for payment. The Provider shall also assume personal responsibility for verification of submitted invoices with source documents. The Provider agrees that no invoice shall be submitted until the required source documentation is completed and made readily retrievable in accordance with Medi-Cal statutes and regulations. Failure to make, maintain, or produce source documents shall be cause for immediate termination of electronic billing privileges.

4. CHANGE IN ELECTRONIC BILLING STATUS

The Provider and the Regional Center agree that any changes in Provider status which might affect eligibility to participate in electronic billing pursuant to federal and state law shall be promptly communicated to each party.

5. PROVIDER REVIEWS

The Provider agrees that agents of the Regional Center, the Department of Developmental Services, the Department of Health Services, the Office of the State Controller, the Department of Justice, or any other authorized agent or representative of the State of California or any authorized representative of the U.S. Department of Health and Human Services may, from time to time, conduct such reviews as are necessary to ensure compliance with state and federal law and with this agreement. In particular, the Provider agrees to make available to such agent or representative

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all source documents necessary to verify the accuracy and completeness of invoices submitted electronically.

6. EFFECTIVE DATE

This agreement shall become effective upon approval of the Regional Center.

7. TERMINATION

The Department, Regional Center or Provider may terminate this agreement with or without cause by giving seven days prior written notice of intent to terminate, and the Provider has no right to appeal such termination by the Department or Regional Center. The Department or Regional Center may, however, terminate this agreement immediately upon determination that the Provider has failed or refused to produce or retain source documents in accordance with federal and state laws or this agreement or has violated other provisions of the provider agreement.

8. PROVIDER TO HOLD REGIONAL CENTER AND STATE OF CALIFORNIA HARMLESS

The provider agrees to hold the Regional Center and the State of California harmless for any and all failures performed by billing software, or other features of electronic billing which do not occur with (hard copy) paper billing. The provider agrees that the provider is assuming any and all risks that accompany electronic billing and that the provider is not relying upon the evaluation, if any, that the State of California or Regional Center has made of the electronic billing system or software the provider is using.

9. CONFIDENTIALITY OF RECORD

The Provider agrees to provide adequate precautions to protect the confidentiality of Consumer information in accordance with Welfare and Institutions Code section 4514, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable state and federal statutes and regulations regarding confidentiality of consumer information.

Provider Signature Information

Full Printed Name

Title

Provider Signature

Telephone

Date

Regional Center Approval of Enrollment

Full Printed Name

Title

Approver's Signature

Telephone

Date

Return Provider Agreement to the Regional Center

RR

Central Valley Regional Center, Inc.

HIPAA Compliance Provisions for Regional Center Service Providers Effective 07/01/2017 – Mandate from Department of Developmental Services

Vendor # _____

Vendor Name _____

HIPAA regulations as set forth in 45 C.F.R. Parts 160 and 164 (aka the HIPAA Privacy Rule) <https://www.hhs.gov/hipaa/for-professionals/index.html>, and regulations on Standards for Privacy of Individually Identifiable Health Information are applicable. All parties shall at all times remain in compliance with the mandatory provisions of HIPAA, including but not limited to the HIPAA Privacy Rule. Vendor(s) may have access to "protected health information," including but not limited to "individually identifiable health information," and is therefore a "Business Associate" as those terms are defined in HIPAA.

"Business Associate" shall have the meaning given to such term under HIPAA (45 CFR 160.013). It includes a third party that performs functions for or on behalf of Covered Entity or another Business Associate and has access to Covered Entity's Protected Health Information and uses such Protected Health Information in the performance of its functions.

"Protected Health Information" ("PHI") shall have the meaning given to such term under HIPAA (45 CFR 160.103). It includes any individually identifiable health information, whether oral or recorded in any form or medium, limited to the information created or received by vendor from or on behalf of Business Associate or Covered Entity (i) that relates to the past, present or future physical or mental health condition of the Individual, (ii) the provision of health care to Individual, (iii) or past, present or future payment for the provision of health care to Individual.

"HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and regulations promulgated thereunder by the U. S. Department of Health & Human Services, as amended for time to time, including the Final Omnibus Rule of 2013.

By signing this form I acknowledge this new regulation.

Vendor Signature

Date

Central Valley Regional Center, Inc.

Whistleblower Policy

It is the policy of the Board and staff of Central Valley Regional Center (CVRC) that employees, clients, families and the vendor community have notice of the opportunity to report alleged improper regional center and vendor/contractor activity through a whistleblower complaint process.

- An "improper regional center activity" means an activity by a regional center employee, officer, or board member in the conduct of regional center business that is a violation of a state or federal law or regulation; violation of contract provision; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency or inefficiency.
- An "improper vendor/contractor activity" means an activity by a vendor/contractor, or an employee, officer, or board member of a vendor/contractor, in provision of DDS funded services, that is a violation of a state or federal law or regulation; violation of contract provision; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.

Confidentiality: For individuals who make whistleblower complaints, every effort will be made to maintain their confidentiality if confidentiality is requested. However, in rare circumstances and due to statutory responsibilities identifying information may be revealed with appropriate law enforcement agencies conducting criminal investigations.

No Retaliation: No person who reports a violation of policy shall suffer harassment, retaliation or adverse employment consequences.

Procedure: Whistleblower complaints can be made to any member of the CVRC Executive Committee which includes the Executive Director, Director of Operations, Director of Case Management Services, Human Resources Manager and Corporate Counsel. Detailed procedures for reporting a Whistleblower Complaint can be found on our website at www.cvrc.org.

By signing this form, I acknowledge this regulation.

Vendor Signature

Vendor Number

Date

Central Valley Regional Center, Inc.

Zero Tolerance Policy

The Board and staff of Central Valley Regional Center (CVRC) consider the health and safety of all clients served to be the most important part of its mission. Therefore, we have developed and posted on our Internet Website a Zero Tolerance Policy regarding client abuse and neglect.

In addition, all employees, vendors and long-term health care facilities serving regional center clients must have a signed and dated Zero Tolerance policy on file with the Regional Center.

This policy is pursuant to California Penal Code Section 11166.5 (children) and Welfare and Institutions Code Section 15630 (dependent/elder adults) and Contract Language with the Department of Developmental Services.

California Penal Code Section 11166.5 (a) reads in part ... "Any mandated reporter as specified in Section 11165.7, with the exception of child visitation monitors, prior to commencing his or her employment, and as a prerequisite to that employment, shall sign a statement on a form provided to him or her by his or her employer to the effect that he or she has knowledge of the provisions of Section 11166 and will comply with those provisions. The statement shall inform the employee that he or she is a mandated reporter and inform the employee of his or her reporting obligations under Section 11166 and of his or her confidentiality rights under subdivision (d) of Section 11167. The employer shall provide a copy of Sections 11165.7, 11166, and 11167 to the employee.

W&I Code Section 15630 (a) reads in part ... "Any person who has assumed full or intermittent responsibility for the care or custody of an elder or dependent adult, whether or not he or she receives compensation, including administrators, supervisors, and any licensed staff of a public or private facility that provides care or services for elder or dependent adults, or any elder or dependent adult care custodian, health practitioner, clergy member, or employee of a county adult protective services agency or a local law enforcement agency, is a mandated reporter."

By signing this form, I acknowledge this regulation.

Vendor Name

Vendor Number

Date

Tulare County Regional Transit Agency

AGENDA ITEM VIII-C

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

Action: Approve the Creation of an Ad Hoc Committee on Student Transportation

BACKGROUND:

The TCRTA Bylaws allow the creation of standing and ad hoc committees at its discretion. Standing committees may consider TCRTA related issues, on a continuing basis, assigned to it by the Board. Ad Hoc committees have specific duties and purpose and shall be considered dissolved when its final action has been made.

At the Board Meeting of February 8, 2023, the Board of Directors discussed and tentatively approved the creation of an Ad Hoc Committee on Student Transportation. Director's Weyhrauch, Mendoza, and Riddle voiced interest in participating in the committee.

DISCUSSION:

Staff is proposing that the Ad Hoc Committee on Student Transportation collaboratively work with staff and the Porterville Unified School District to identify risks and opportunities associated with administering a student transportation program, and draft recommendations to act on them. The proposed Ad Hoc Committee would be established for the duration of the Fiscal Year 2022-2023 and Fiscal Year 2023-204.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors:

1. Approve the creation of an Ad Hoc Committee on Student Transportation; and
2. Approve Director's Weyhrauch, Mendoza, and Riddle to participate in the committee.

FISCAL IMPACT:

None

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-D

February 22, 2023

Prepared by Jennie Miller, TCRTA Staff

SUBJECT:

Action: Approve Virtual Participation of the Public at Board Meetings

BACKGROUND:

In response to the COVID-19 pandemic, the Governor suspended part of the Brown Act concerning the requirements for allowing Governing Board members to remotely participate in Board meetings. The suspension was done to promote social distancing and to help limit the spread of COVID-19.

On September 13, 2022, the Governor signed AB 2449 into law, amending certain portions of the Brown Act relating to teleconference participation by members of legislative bodies for and during public meetings. The new law, which took effect on January 1, 2023, required changes to the way in which TCRTA Board members will participate in future Board meetings.

DISCUSSION:

At the Board Meeting of January 30, 2023, the Board of Directors discussed changes to remote participation by Board members after the declared COVID-19 state of emergency ends on February 28, 2023. Board members will participate in-person at all future Board Meetings, except as otherwise allowed under AB 2449. Furthermore, at the Board's request staff will be reaching out to each member agency to determine alternate meeting sites for future meetings.

While in-person attendance is required for Board members, there is no legal requirement that public participation occur in-person. Remote access to public meetings provides the potential for greater public access, and staff is recommending that the Board approve the continuation of virtual participation by the public at future Board meetings.

RECOMMENDATION:

That the Tulare County Regional Transit Agency Board of Directors approve virtual participation of the public at Board meetings.

FISCAL IMPACT:

None

ATTACHMENT:

None

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Tulare County Regional Transit Agency

AGENDA ITEM VIII-E

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

Discussion: Consideration To Amend The Joint Powers Agreement And Bylaws To Include Student Transportation

BACKGROUND:

School districts in Tulare County are challenged with addressing transportation barriers that often impede student success. Additionally, school districts are faced with similar challenges as public transportation regarding workforce shortages, rising operational costs, transitioning the fleet to zero-emission, and antiquated scheduling that limits access to education, jobs, healthcare, and recreational activities.

Over the years, TCRTA and the Porterville Unified School District (PUSD) have partnered on several funding opportunities to improve access to education. Through these partnership opportunities the agency's have developed a strong and positive working relationship.

Currently, TCRTA and PUSD are partnering on a workforce development project, a Transformative Climate Communities (TCC) project, and frequently collaborate on transitioning our fleets to zero-emission.

Because of our similar challenges, PUSD is seeking the Board's consideration to amend the Joint Powers Agreement and Bylaws to include student transportation in the Agency's purpose and include PUSD as a Member Agency.

At the Board meeting of November 10, 2022, the Board of Directors elected to take no action on amending the Joint Powers Agreement to include student transportation, in favor of authorizing staff to continue discussing the needs of PUSD, and to draft a service agreement.

At the Board meeting of January 30, 2023, the Board of Directors authorized staff to draft amendments to the Joint Powers Agreement and draft an agreement between PUSD and TCRTA.

At the Board meeting of February 8, 2023, the Board of Directors received updates on the development of a service agreement between TCRTA and PUSD.

DISCUSSION:

Staff will provide an update on the development of the services agreement between TCRTA and PUSD, staffing considerations, and guidance provided by the FTA's Deputy Administrator for Region IX.

RECOMMENDATION:

No action needed at this time.

FISCAL IMPACT:

Member agencies fully fund their respective services dependent on the funding their agencies receive. Adding additional member agencies is revenue neutral.

ATTACHMENT:

None

Tulare County Regional Transit Agency

AGENDA ITEM VIII-F

February 22, 2023

Prepared by Richard Tree, Executive Director

SUBJECT:

Information: Conflict of Interest Code (Form 700) Due April 1, 2023

BACKGROUND:

The Tulare County Regional Transit Agency is required to adopt and maintain a conflict of interest code. This code outlines who must disclose information on an annual basis, and what type of information must be disclosed.

DISCUSSION:

The Political Reform Act requires certain officials and employees who serve in positions designated in an agency's conflict of interest code to file a Statement of Economic Interest (Form 700). The Form 700 is available in an interactive version on the Fair Political Practices Commission website: www.fppc.ca.gov.

ATTACHMENT:

None