



**AGREEMENT BETWEEN BROWARD COUNTY AND INKTEL GOVERNMENT BPO SERVICES LLC
FOR PARATRANSIT CALL CENTER SERVICES (BID # GEN2119730B1)**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Inktel Government BPO Services LLC, a Florida corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County issued Bid No. GEN2119730B1 seeking qualified firms interested in performing paratransit call center services.

B. Contractor responded to the solicitation, and County elected to enter into negotiations with Contractor for Contractor's performance of the services specified by the solicitation.

C. This Agreement reflects and memorializes those negotiations between the Parties.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Accident or Incident** means an event that results in property damage and/or injury to a person.

1.2. **Americans with Disabilities Act of 1990 or ADA** means the civil rights act signed into law on January 26, 1990, as public law 101-336, 42 U.S.C. 12101, et seq., as it is currently enacted and as it may be amended.

1.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.4. **Board** means the Board of County Commissioners of Broward County, Florida.

1.5. **Client** means an individual that County has determined eligible to receive ADA paratransit services or transportation disadvantaged Trips.

1.6. **Companion** means a person, other than a personal care attendant, traveling with, at the same time, and having the same origin and destination as a Client.

1.7. **Complaint or Service Complaint** means a service-related incident reported to County, the call center, or Paratransit Service Provider. Examples of Complaints include, but are not limited

to, denial of service, late pick-ups, Client behavior issues, Driver behavior issues, and Passenger discomfort.

1.8. **Computerized Trip Management System** or **CTMS** means County's system composed of a networked software package for real time Paratransit scheduling and dispatch, file server(s), computer workstations, data communications equipment (e.g., routers, hubs, modems, adapter cards, cabling, etc.), and associated data (e.g., GIS map, Client, Trip, destination, etc.).

1.9. **Contract Administrator** means the Director of the Transportation Department, or the Deputy Director of the Transportation Department, or such other person designated in writing by the Director of the Transportation Department.

1.10. **County Event Trips** means trips scheduled by County staff for individuals involved with special County activities. These may include, but are not limited to, advisory board meetings, public hearings, ADA eligibility and appeals meetings, other special activities, large public events, special needs transportation, natural disaster/emergency declarations, and special events.

1.11. **Dispatcher** means the person(s) responsible for ensuring that every scheduled Trip departs from the designated originating location on time, maintaining schedules, and monitoring the work force and workload on a minute-by-minute basis.

1.12. **Driver(s)** means person(s) providing driving services for the Paratransit Transportation Services Provider.

1.13. **Excessive Trip Length** means a one-way trip wherein the ride exceeds the comparable time a similar trip would take if traveled by fixed route bus service, including appropriate transfer and walk to bus stop time.

1.14. **Group Trip** means a trip in which a vehicle is used to transport four (4) or more revenue Clients from a common origin address to a common destination address.

1.15. **Incident** means any moving violation for which the Driver is issued a citation or any event that occurs while the Paratransit Service Provider is providing service that requires the intervention of County, Contractor, or another government agency.

1.16. **Local Coordinating Board for Transportation Disadvantaged Services** or **LCB** means the advisory entity that provides assistance regarding the coordination of transportation services to persons who meet the statutory criteria for being transportation disadvantaged.

1.17. **No-Show** means failure of a Client to be ready to board a vehicle at the designated pick-up location within five (5) minutes of the arrival of the vehicle during the Pick-Up Window. This Trip will be coded as NSC (No-Show Client) in CTMS.

1.18. **Notice to Proceed** means a written authorization issued by the Contract Administrator to proceed with a project, phase, or task.

- 1.19. **Nutrition Trips** means Trips to meal sites and day programs for seniors as designated Disability Resource Center/Meals-On-Wheels programs and as approved by County.
- 1.20. **On-Time Trip** means the Vehicle arrives at the designated pick-up location within or before the Pick-up Window as established by the CTMS or the drop off location by the appointment time as requested by the Client.
- 1.21. **Paratransit Service Provider** means the firm(s) contracted with County to provide paratransit transportation services including, but not limited to, transporting Clients, operations, maintenance, and storage of paratransit vehicles, hiring Drivers, and dispatching Trips in coordination with Contractor.
- 1.22. **Passenger** means any person occupying either a seat or wheelchair tie-down berth in the vehicle. Passengers may be Clients, their companions, guests, or personal care attendants.
- 1.23. **Personal Care Attendant** or **PCA** means someone who is designated and/or employed specifically to help the Clients meet their personal needs, including traveling. A PCA may always travel with a Client and shall not be required to pay a fare.
- 1.24. **Pick-up Window** means the timeframe within which the Client has been instructed to be ready for pick-up and during which a vehicle must arrive at a prearranged location. The Pick-up Window is currently defined by County as thirty (30) minutes and may be adjusted by County at its sole discretion.
- 1.25. **Purchasing Director** means County's Director of Purchasing.
- 1.26. **Revenue Hours** means the number of hours a vehicle is in service from the time it arrives at the first Client pick-up address to the time it arrives at the last Client drop-off address, excluding all Driver breaks, without regard to the number of Passengers on board the Vehicle at any given time.
- 1.27. **Revenue Miles** means the number of miles driven from the time it arrives at the first Client pick-up address to the time it arrives at the last Client drop-off address, excluding all miles traveled during Driver breaks, without regard to the number of Passengers on board at any given time.
- 1.28. **Routing** means the organizing of individual pick-ups and drop-offs to maximize multiloading and the efficient utilization of Drivers and vehicles without undue burden or excessive waiting or travel time for Clients.
- 1.29. **Same Day Service** means service provided to a Client on the same day the Client requests the Trip. This shall include service for a Client who had a scheduled trip but was not ready to travel at the original requested pick-up time and requests a later pick-up time for that same day. For trip requests that are not same day reschedules, Same Day Service will only be accommodated on a space available basis or to avoid a Client being stranded.



1.30. **Services** means all work required by Contractor under this Agreement, including, without limitation, all deliverables, consulting, training, project management, or other services specified in Exhibit A.

1.31. **Service Animal** means any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

1.32. **Subscription** or **Standing Order** means a series of trips for which a Client goes to and from the same origin and destination, at the same time of day, at least twice a week for a minimum of four (4) consecutive weeks and the Client requests the trip through a standing reservation rather than a daily request.

1.33. **Transportation Options** or **TOPS** means Broward County's Paratransit transportation program.

1.34. **Trip** means a unit of service that is measured from the time the Clients are picked up to the time the Clients are delivered to their destination. Each destination constitutes a Trip.

1.35. **Vehicle(s)** means the Vehicles leased to the Paratransit Transportation Service Provider to perform Paratransit Transportation Services.

1.36. **Vehicle Hours** means the total number of hours a Vehicle is in service with or without Passengers aboard. This definition includes deadhead hours (hours to and from a base location at the beginning and at the end of the service day), maintenance, and other non-revenue hours.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion of any of them would render performance by Contractor impractical, illogical, or unconscionable.



ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin sixty (60) days after it is fully executed by the Parties ("Effective Date") and shall end three (3) years after the Effective Date ("Initial Term"), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."

Agreement C1240001B1 will simultaneously terminate on the Effective Date of this agreement.

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term"), subject to Contractor's written notice of acceptance, by sending notice of extension to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this extension option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for periods not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Extension Rates and Terms. Unless expressly stated in Exhibit B, Contractor shall be compensated at the rates in effect when an Extension Term or the additional extension described in Section 4.3 was invoked by County and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all services provided under this Agreement, including during the two (2) Extension Terms and any additional extension, County will pay Contractor up to a maximum amount as follows:

Services	Not-To-Exceed Amount
Total Fixed Costs	\$ 5,029,235.97
Total Agent Hour Costs	\$13,441,903.93
TOTAL NOT TO EXCEED	\$18,471,139.90

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B ("Payment Schedule"), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Contractor must submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice is due within five (5) calendar days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator.

5.2.2. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.3. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. PERFORMANCE GUARANTEE AND PERFORMANCE STANDARDS

6.1. Within fifteen (15) calendar days after full execution of this Agreement, and no later than thirty (30) days prior to each anniversary of the Effective Date for the duration of the Term, Contractor shall provide to County a performance bond or an irrevocable letter of credit or other financial assurance of full performance ("Security"), in a form and from a bank or surety satisfactory to County, in the amount of One Hundred Thousand Dollars (\$100,000.00).

6.1.1. Contractor shall exercise diligence to price the various options for the Security and shall inform County of the pricing for each so County may select its preferred option. The Security will be maintained by Contractor at its sole cost throughout the Term and for a

period of six (6) months thereafter. County may access the Security in the event of breach of the Agreement by Contractor, and Contractor will be required to restore the Security to the full \$100,000.00 amount within five (5) days after each such County access. If, at the end of the Term, Contractor has performed all Services in full consistent with the terms and conditions of this Agreement and there has not been any period where Contractor has failed to fully meet the Performance Standards (as defined in Exhibit A, Section 8), County will reimburse Contractor for the cost of the Security (for example, the bond premium or cost of obtaining the letter of credit) plus five percent (5%). Any personal guarantees (offered as Security) from Contractor's principals must also be executed by their spouses, if any.

6.1.2 Qualification of Surety. Bonds shall be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida, and having been in business with a record of successful continuous operation for at least five (5) years.

6.1.3. The surety company shall hold a current Certificate of Authority with the Florida Office of Insurance Regulation as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify as a proper surety herein, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 C.F.R. §§ 223.10, 223.11). Further, the surety company shall provide County with evidence satisfactory to County that such excess risk has been protected in an acceptable manner.

6.1.4. The surety company shall have the following minimum ratings according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Inc., Oldwick, New Jersey:

Minimum Surety Ratings

Amount of Bond	Surety Ratings	Financial Size Category
500,001 to 1,000,000	A, A-	Class I
1,000,001 to 2,000,000	A, A-	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
Over 50,000,001	A	Class VII

6.2. Specific Performance/Mandatory Injunction. Contractor acknowledges that, because of the nature of the Services, which are essential to maintain the accessibility of County's public



transportation system in accordance with state and federal law, irreparable harm to County and the public would result from any material breach by Contractor (as determined by County) of Contractor's obligations under this Agreement, and County would not have any adequate remedy at law for such breach in the form of damages because damages would be insufficient to remedy the harm. Contractor therefore stipulates that in the event of a material breach by Contractor (as determined by County), County shall be entitled to the remedies of specific performance and/or mandatory injunction as requested by County, and all prerequisites thereof will be deemed to have been met. Continuous performance by Contractor is essential to County and the public, and under no circumstance shall Contractor, even if it asserts material breach by County, be entitled to cease performance prior to expiration of this Agreement without providing County at least one hundred eighty (180) days' advance written notice (during which period Contractor shall perform in full).

6.2.1. Contractor will provide Services in full compliance with all requirements outlined in the Scope of Services attached to Bid No. GEN2119730B1 and Contractor's bid in response thereto (collectively, the "Bid"). Applicable contractual requirements stated in the Bid, including the Living Wage requirement and maintaining offices in Broward County, must be fully met. If there is any conflict between what is stated in the Bid and what is stated in this Agreement, the language stated in this Agreement shall control.

6.2.2. Compliance with Startup Plan. Contractor will strictly comply with the "Startup Plan" outlined in the Bid. Contractor's Startup Plan shall include provisions satisfactory to County addressing the following: (1) safeguards that will be in place throughout the Term to safeguard the confidentiality of information and to prevent any unintentional diverting of information as referenced herein; and (2) procedures demonstrating that, where required to meet the Performance Standards (as defined in Exhibit A, Section 8) under this Agreement, Contractor will prioritize the Services outlined herein over any other dispatch service it performs. Contractor will also grant County and County's contractors access to Contractor's facility to install wiring for network communications lines and the equipment supplied by County. Upon expiration or earlier termination of this Agreement, Contractor will cooperatively participate in the transition of call center functions to the succeeding contractor as directed by County.

6.3 Cure. Given the nature of the Services, this Agreement provides very tight timeframes for Contractor to cure any material breach (as determined by County). Contractor acknowledges that, notwithstanding the availability of disincentives, it has a continuing obligation to meet all Performance Standards, and that failure to timely cure a material breach (as determined by County) will entitle County to terminate this Agreement, as outlined herein, and Contractor shall continue to perform its obligations through the effective date of such termination. Despite the length of the cure period, Contractor will take all required steps to cure as expeditiously as possible any breach affecting Client access to the paratransit system.

6.4. Meaningful Performance Disincentives. A disincentive in the amount indicated per category/occurrence for the following performance failures will be subtracted from payments otherwise due and payable to Contractor:

6.4.1. Twenty-five Dollars (\$25.00) will be assessed for each instance of Contractor failing to respond to a Complaint in the CTMS within five (5) days after it has been entered into the CTMS or reassigned.

6.4.2. Five Thousand Dollars (\$5,000.00) will be assessed for each instance of loss of power/system malfunction that adversely impacts Service; provided, however, that if the loss of power/system malfunction occurs through no fault of Contractor and despite Contractor installing and properly maintaining a backup power system (generator), no disincentive shall be assessed for such instance.

6.4.3. Five Thousand Dollars (\$5,000.00) will be assessed the first time Contractor fails to maintain a call management level of at least ninety-eight percent (98%) in that calendar month (the "98% Performance Standard"). The call management level will be measured as a percentage of calls answered by Contractor's staff within two minutes after receipt of the Client's call. Contractor must track the time the Client's call is received and the time an agent answers the call. This disincentive will increase to Ten Thousand Dollars (\$10,000.00) for the second monthly failure to meet the 98% Performance Standard (whether or not consecutive), and to Twenty Thousand Dollars (\$20,000.00) for each additional monthly failure (whether or not consecutive). However, if multiple failures have occurred but Contractor subsequently meets the ninety-eight percent (98%) Performance Standard for three (3) consecutive months, the disincentive amount shall "reset" and Contractor's next failure to meet such standard shall result in a disincentive (increasing for subsequent violations as provided herein) of Five Thousand Dollars (\$5,000.00). Other language of the Bid regarding the provision of adequate staff to ensure prompt answering and processing of calls, the prohibition on concurrently processing multiple calls, and limitations on permissible hold times are applicable to the Services outlined in this Agreement.

6.4.4. Efficient call center scheduling greatly impacts On-Time Performance ("OTP") of Paratransit Service Providers. The OTP is calculated as described in Section 8.2 of Exhibit A. The OTP goal for Paratransit Service Providers is ninety-two percent (92%). Disincentives in the following amounts shall be assessed for each calendar month in which OTP for that month falls below the stated goals: Five Hundred Dollars (\$500.00) will be assessed if OTP falls below ninety percent (90%); Seven Hundred Fifty Dollars (\$750.00) will be assessed if OTP falls below eighty-eight percent (88%); One Thousand Dollars (\$1,000.00) will be assessed if OTP falls below eighty-six percent (86%). These disincentives shall not be assessed to the extent the failure occurred through no fault of Contractor as reasonably determined by County in its sole discretion.

6.4.5. Five Hundred Dollars (\$500.00) will be assessed for each instance of Contractor failing to attend a meeting at which County required the attendance of Contractor.

6.4.6. One Thousand Dollars (\$1,000.00) per incident will be assessed for any month in which productivity falls below 1.50 Passenger Trips per Revenue Hour. This disincentive shall not be assessed to the extent County determines the failure occurred through no fault of Contractor as reasonably determined by County in its sole discretion.

6.4.7. One Thousand Dollars (\$1,000.00) per incident will be assessed if Contractor employee utilization falls below sixty-five percent (65%) for any month. This disincentive shall not be assessed to the extent County determines the failure occurred through no fault of Contractor as reasonably determined by County in its sole discretion.

6.4.8. Five Hundred Dollars (\$500.00) per incident will be assessed for Contractor failing to meet any of the reporting requirements.

6.4.9. Twenty-five Dollars (\$25.00) per incident will be assessed for each instance in which a Contractor employee fails to maintain a professional, courteous attitude after a Complaint, all as reasonably determined by County.

6.4.10. One Thousand Dollars (\$1,000.00) will be assessed for any vacancy in one of the Key Management positions lasting longer than thirty (30) days, and Two Hundred Fifty Dollars (\$250.00) will be assessed for each day that the position remains vacant after thirty (30) days.

6.5. No Conflicts of Interest. Contractor represents that it has no conflicts of interest. Contractor acknowledges that it does not operate any other transportation services related businesses, that it is prohibited from diverting, or attempting to divert, through any means, directly or indirectly, customers from the TOPS program to any entity/person, including itself, that provides for-hire transportation services (including, but not limited to, under the Rider's Choice program), and that it is prohibited from using paratransit Client or Trip information obtained under this Agreement for any purpose other than to provide the Services covered under this Agreement.

6.6. Additional Indemnification. In addition to the indemnification obligations specified in Article 8, Contractor will indemnify County (and all other Indemnified Parties, as defined in Article 8, including for attorneys' fees) and hold County harmless against fees, fines, penalties, causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, and shall restore to County all lost grant funding, to the extent any of the foregoing results from Contractor's failure to fully and timely perform under this Agreement or Contractor's violation of any applicable provision of local, state, or federal law or regulation. Merely by way of example, Contractor will fully indemnify County for any claims under the ADA or similar legislation resulting from any actual or claimed breach by Contractor. If Contractor's failure or violation (as referenced in this section) caused only some of the damages

to County, and causation and damages (as applicable) are severable, Contractor shall be responsible only for the damages it caused. If Contractor's failure or violation caused at least some of the damages to County, and causation and damages (as applicable) is not severable, Contractor and the other wrongdoer(s) shall be jointly and severally liable for such damages.

6.7. Confidentiality. Contractor will maintain the confidentiality of Client information as required by Section 119.071(5)(h), Florida Statutes.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

7.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

7.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 and 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

7.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

7.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

7.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services, shall equal or exceed prevailing industry standards for the provision of such Services.

7.10. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

7.11. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Contractor certifies and represents that it shall at all times comply with the

provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

7.12. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 8. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 9. INSURANCE

9.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

9.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all



required insurance policies and all required endorsements within thirty (30) days after County's request.

9.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by the Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

9.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

9.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

9.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

9.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

9.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

9.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

9.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 10. TERMINATION

10.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances, termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Contractor shall be eligible for the compensation for Services actually performed through the effective date of the termination.

10.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

10.2.1. Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

10.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement



by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

10.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE or SBE if Contractor's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

10.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

10.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 10.1.

10.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

11.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

12.3. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

12.3.1. Keep and maintain public records required by County to perform the Services;

12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade

secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8245, TRANSITRECORDS@BROWARD.ORG, 1 N. UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

12.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).



12.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

12.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

12.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Transportation Department
Attn: Department Director
1 N. University Drive, Suite 3100A
Plantation, Florida 33324
E-mail address: cwalton@broward.org



FOR CONTRACTOR:

Ricky Arriola, CEO
Inktel Government BPO Services, LLC
8200 NW 33rd Street
Doral, Florida 33122
E-mail address: ricky.arriola@inktel.com

12.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

12.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

12.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

12.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

12.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

12.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.22. Payable Interest

12.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

12.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



12.25. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

12.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

12.27. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

On January 1 of each year, the living wage and health care benefit amount shall be adjusted annually by the lowest of the following three (3) percentages:

- a. The percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, Miami-Ft. Lauderdale-West Palm Beach, FL, calculated by the United States Department of Labor, for the immediately preceding period of November 1 through October 31;
- b. Three percent (3%); or
- c. The percentage across-the-board compensation increase provided by County to unrepresented County employees.

12.28. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Contractor affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Contractor or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one (1) year after the conclusion of this Agreement, Contractor shall maintain and make available to County upon request all records documenting Contractor's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.



IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2021, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: **Angela J. Wallace**
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Digitally signed by Angela J. Wallace
Date: 2021.10.04 16:43:39 -04'00'

AJW/hb
Inktel – Paratransit Call Center Services.doc
09/30/2021
#21-114.01



AGREEMENT BETWEEN BROWARD COUNTY AND INKTEL GOVERNMENT BPO SERVICES LLC FOR PARATRANSIT CALL CENTER SERVICES (BID # GEN2119730B1)

CONTRACTOR

WITNESSES:

INKTEL GOVERNMENT BPO SERVICES LLC

[Handwritten Signature]
Signature

By: *[Handwritten Signature]*
Authorized Signor

CHRISTINE S. GUZEMAN
Print Name of Witness above

J. Buckley Annicola, (EO)
Print Name and Title

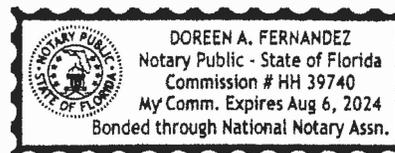
[Handwritten Signature]
Signature

1 day of Oct, 2021

Dan Annicola
Print Name of Witness above

ATTEST:
[Handwritten Signature]
Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)



**Exhibit A
Scope of Services**

1. Services Summary

The Services to be provided by Contractor under this Agreement are provided in compliance with County's obligations as required by United States Department of Transportation (USDOT) regulations implementing the Americans with Disabilities Act of 1990. Section 49 C.F.R. Part 37 requires public transit systems to provide paratransit transportation services to eligible individuals with disabilities who are unable to use the fixed-route transit service. Services are provided on a "next-day" basis on all days and during hours that Broward County Transportation Department ("BCT") fixed-route transit service is operated. ADA service is provided generally for all Trips with origins and destinations that are within three quarters (3/4) of a mile of a fixed-route transit service. All types of Trip purposes are served, without prioritization, under this program and service must be operated without "capacity constraints" as detailed in the ADA.

SERVICES: GENERAL REQUIREMENTS AND STANDARDS

County seeks to meet the following objectives:

- To serve the Clients;
- To provide safe, quality, efficient and cost-effective services to Clients and coordinate other mobility services such as transit fixed-route;
- To fulfill all requirements of the ADA relating to the provision of complementary Paratransit services comparable to levels of service on the BCT fixed-route bus system; and
- Comply with all policies, procedures, and standards in providing eligible Trips prescribed by County, the Florida Commission for the Transportation Disadvantaged ("CTD") and other sponsoring agencies.

Contractor and County agree that Contractor shall provide the following Services:

2. Services Description

Contractor shall ensure all aspects of the Services are conducted in compliance with Applicable Law including, but not limited to, Rules 14-90 and 41-2 of the Florida Administrative Code, Chapters 427 and 411, Florida Statutes, ADA, CTD, and FDOT regulations, 49 C.F.R Parts 27, 37 and 38 (<https://ecfr.io/Title-49/cfrv1#0>). Contractor and all of its personnel must be familiar with all applicable requirements.

2.1 CALL CENTER SERVICE HOURS

Contractor's customer service operations shall be staffed seven (7) days a week during all hours of operation of the Paratransit Service Providers. The expected hours are listed below and may be changed from time to time, at the sole discretion of County:

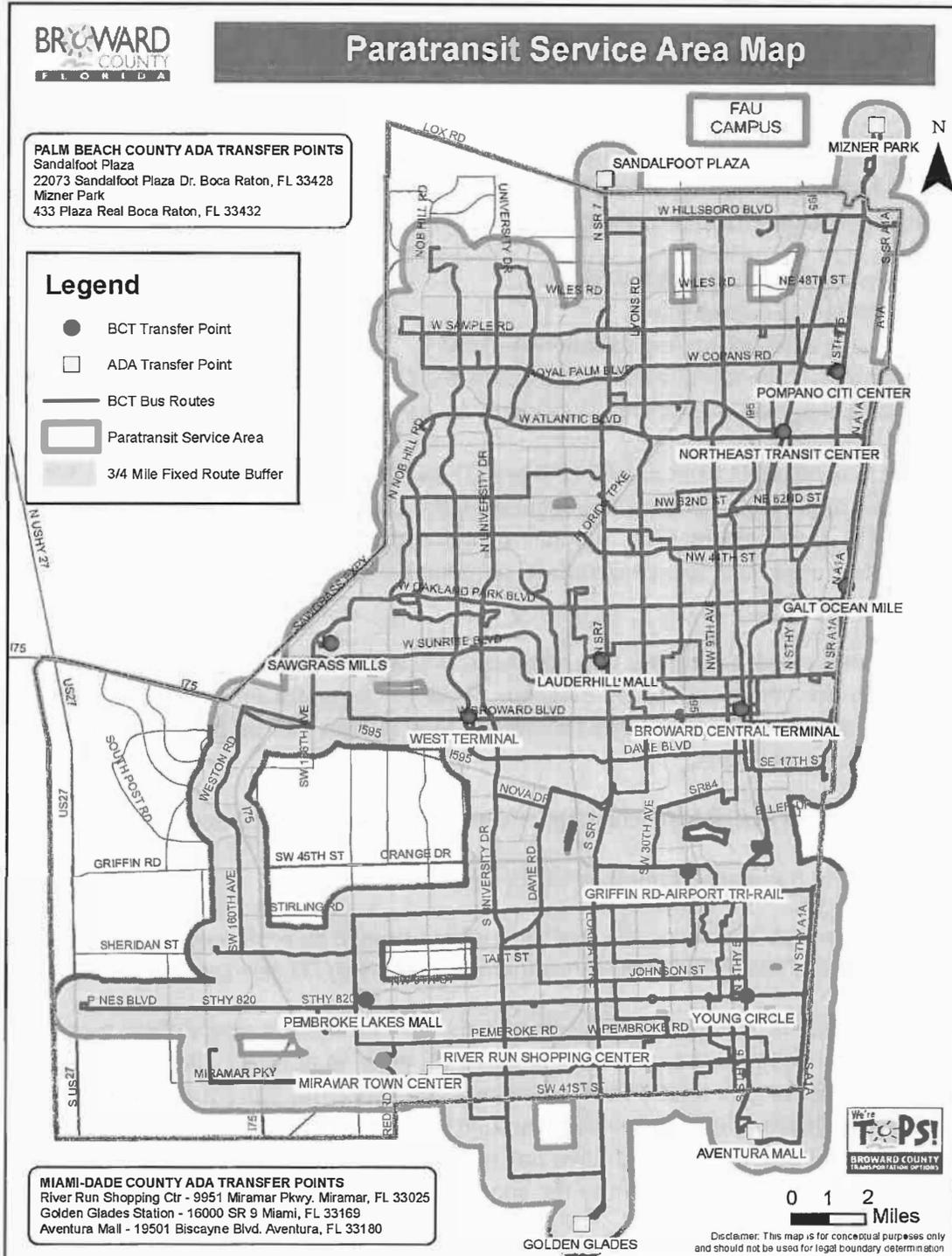
Monday through Saturday	4:40 a.m. to 12:40 a.m.
Sundays and Holidays	6:45 a.m. to 10:15 p.m.
Holidays are:	New Year's Day Memorial Day
	Independence Day Labor Day
	Thanksgiving Day Christmas Day



Trip reservation operations shall be staffed seven (7) days a week from 8:00 a.m. until 5:00 p.m.

2.2 SERVICE AREA

County contracts for Paratransit Transportation Services throughout the Service Area. Contractor shall provide Services under this Agreement in the area depicted in the map below. The Paratransit Service Area may be revised from time to time at the sole discretion of County. County will provide Contractor with advanced notice of any Service Area modifications.



2.3 RESERVATIONS AND CUSTOMER SERVICE

Trip reservations shall be handled exclusively by Contractor. Clients may book Trip reservations via the internet using County's website or over the telephone by requesting a Trip directly with a reservationist at the Call Center. Reservations may only be made by or on behalf of Clients determined to be eligible by County.

Contractor shall provide adequate staff of reservationists to ensure prompt answering and processing of all Client calls and shall keep hold time to a minimum (less than two minutes). Reservationists shall ensure that Client calls are completed accurately and that all pertinent information and assistance is provided. Reservationists shall complete each call as received one at a time and shall not process multiple calls concurrently.

Contractor is responsible for ensuring that reservationists are trained to proficiency in all aspects of the job in a simulated setting before being placed in actual operations. Contractor shall staff fully trained reservationists to provide all reservation functions including, but not limited to:

- Processing Client requests for Trips;
- Processing Trip cancellations;
- Processing adjustments/modifications to Trips
- Documenting Client requests for changes to the Client's profile in CTMS; and
- Any other reservations functions necessary to assist the Client.

Reservations may be made from one (1) to three (3) days in advance, from 8:00 AM to 5:00 PM, daily, every day of the year. For each Trip requested, the Client provides the pick-up location and destination, the appointment time, number of individuals traveling (e.g., PCA, guest, etc.), mobility devices used and location/contact telephone number of pick-up and destination locations.

Once a Trip is requested, Contractor reservationists will verify in CTMS if the Trip is eligible and will assign it to the "Wait List" to be batched. Paratransit Service Providers are required to efficiently operate all runs assigned by Contractor so that Trips can be delivered on-time and within the ride-time standards.

Contractor shall make available reservationists who speak Spanish and Creole fluently.

County will provide training pertaining to CTMS software.

Contractor is responsible for ensuring that all staff are trained to proficiency in the use of the Florida Relay Service/TDD/TTY and in Florida Relay Service/TDD/TTY terminology and etiquette.

Reservationists shall take new Trip requests and changes to existing reservations (reservation changes/Trip cancellations) placed one (1) to three (3) days in advance. Reservationists shall also handle calls seeking general information about the service or current eligibility status. If callers are seeking information not available through CTMS (requesting an application, assistance completing an application, etc.), and have not made the correct telephone option selections, reservationists shall transfer the client to the appropriate internal or external call group.

Reservationists shall follow a thorough process for verifying the accuracy of a Trip and Subscription Trip information requested via the Call Center. This process shall include, but is not

limited to, repeating, and verifying the: origin and destination full address, gathering specific additional address information; day, date, and time of Trip; mobility aids used; and Companions/PCAs traveling with Client. Additionally, the reservationists shall repeat and verify key Trip information including home/cell telephone numbers as it appears in the CTMS, telephone number of destination and Trip ID with the client as a final confirmation with the client. The reservationists shall inform the Client they will receive an automated call the evening prior to the Trip (if not Wait Listed) to advise the client of the Pick-up Window and an automated call approximately ten (10) minutes prior to the vehicle arriving for pick-up.

Contractor shall create a script for reservationists to follow and shall periodically review and refine the script to ensure it meets County's needs. The script shall be developed and presented for County review within fifteen (15) days after the Effective Date.

County will review and approve the script no later than thirty (30) days before the commencement of service. Contractor shall ensure all reservationists are proficient with the script prior to commencement of Call Center operations. Contractor reservationists shall at all times adhere to County approved script and procedures to book Trips.

2.4 RIDER ASSISTANCE

If a Client's disability requires they not be left unattended after disembarking the vehicle, this will be recorded by County staff in the eligibility determination process and an appropriate notation will be entered into the Client file. If this information is brought to the attention of Contractor during any communications with a Client or their representatives, Contractor shall forward such information to County immediately.

2.5 CONFIDENTIALITY OF CLIENT INFORMATION

Contractor and Contractor's staff shall comply with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the confidentiality requirements relating to Paratransit service as set forth in Chapter 119, Florida Statutes. Contractor shall ensure all staff understand the requirements of the law, including, but not limited to, the Privacy Act and HIPAA, including the civil and criminal penalties for violation of the Privacy Act and that failure to comply with the terms of the Privacy Act may result in termination of the Agreement.

2.6 "WHERE'S MY RIDE?" (WMR)

Contractor shall provide fully trained staff to respond to all WMR calls using CTMS technology and shall provide Clients with real-time information regarding scheduled pick-up and estimated arrival times, including confirmation with Paratransit Service Providers when needed.

Contractor staff shall accept WMR calls from Clients during all times that Vehicles are on the street providing transportation services. Contractor shall provide sufficient staff to permit prompt answering and processing of all Client calls to achieve County Performance Standards and in accordance with County Paratransit Transportation Program policies and procedures.

2.7 SUBSCRIPTIONS

Clients may schedule a "standing order" or "subscription service." If a Client does either, they will no longer need to schedule individual Trips for a Trip scheduled through a standing order or subscription service. For standing orders and subscription service, Contractor shall train reservationists to perform tasks, including, but not limited to, the following:

- Responding to Client calls for new or existing subscription service
- Scheduling appointment times with Clients
- Creating Client Subscriptions in CTMS
- Assigning Subscription Trips to Wait List using CTMS
- Editing and/or cancelling Subscriptions, based on Client request or County policy
- Reviewing Client Subscriptions periodically to ensure service is not being abused.

Abuses include, but are not limited to:

- Fifty percent (50%) or more Trips are canceled; or
- Fifty percent (50%) or more Trips are No-Shows

Contractor shall perform subscription service functions in accordance with County subscription service policy. Subscription Trip privileges may be revoked by County if a Client changes a standing order Trip more than once per month or shows excessive no-shows, as reasonably determined by County in its sole discretion. Standing orders may be suspended by Clients and then reinstated if the Clients know they will not be using the service for one or more days.

2.8 SEVERE WEATHER OPERATIONS: RESPONSE PLAN

Contractor shall provide County with a Severe Weather Operations Response Plan, which shall detail Contractor's protocol during service interruptions or suspensions due to severe weather, natural disasters, or declaration of a state of emergency.

Contractor shall prepare in advance of severe weather to coordinate and support operations. County is responsible for determinations related to changes in the Paratransit Transportation Service level in anticipation of and during severe weather, and Contractor shall seek County guidance on all decisions related to changing service levels and how changes shall impact Call Center operations.

Contractor may suspend, with prior written approval of County, all or a portion of Call Center Services when said performance is made impossible by inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of severe and unusual nature; act of public enemy; epidemic; quarantine restriction; embargo or any other foreseeable cause beyond the control and without the fault of Contractor.

Contractor will not be compensated for time during which Services are suspended.

If Paratransit Transportation Service is suspended, and in accordance with County's severe weather policies and procedures, Contractor shall contact all Clients whose first Trips are scheduled but have not started to notify them that service has been suspended. Contractor shall have the responsibility to contact Clients who are awaiting a return Trip and coordinate with Paratransit Service Providers to provide such transport.



Contractor shall maintain contact with Contract Administrator before and immediately after any service suspension. If suspension is due to natural disaster or other major impact to Broward County, Contractor will actively participate prior to and immediately following event, as directed by County.

Contractor will provide Call Center Service for Pre-Storm Evacuations. Contractor will assist County with duties in compliance with the Emergency Support Function (ESF #1) – Transportation Hurricane Plan and shall provide staff to perform such duties.

2.9 COMMUNICATION WITH COUNTY

Contractor shall communicate daily with Broward County Paratransit Division staff regarding operational issues. In addition to telephone communication, County staff shall transmit day-to-day notification and other documents to Contractor by e-mail. Contractor shall monitor its voicemail and e-mail systems on an hourly basis. Contractor shall open County e-mails on an hourly basis; in the event an e-mail is received after Contractor's normal Trip reservation operation hours (8am-5pm Monday-Sunday), Contractor shall open the e-mail by 9am the following morning.

Contractor must designate in writing and provide to County a minimum of two (2) Contractor employees as main recipients of County e-mail notifications. If Contractor designated staff is away from e-mail access for more than two (2) hours, an "Out-of-Office" automatic response will be activated. Contractor shall respond to County e-mail within three (3) hours after receipt.

3. STAFFING

3.1 GENERAL STAFFING REQUIREMENTS

Contractor shall maintain a quality, experienced workforce to perform all required aspects of the Services. County reserves the right to require changes in staffing, operating procedures, service design or other aspects of the operation, should Contractor fail to meet the service standards. Should Contractor fail to cooperate in making requested changes and/or continue to operate below the standards, County will consider this a breach of contract and may exercise any and all legal rights available, including, but not limited to, alteration of the service design, termination of the contract or implementation of any other changes necessary to ensure quality and cost-effective service.

Contractor shall provide well-trained personnel to manage and staff the operation of the Call Center with a goal of minimizing turnover. Contractor shall provide the necessary management and administrative personnel whose expertise will ensure the efficient operation of the Call Center. A minimum level of required staffing is described below, and adequate staffing shall be required throughout the Agreement to ensure the provision of smooth and uninterrupted service.

All Services, including Key Management, reservation and customer service, scheduling and dispatching functions are to be performed and delivered by Contractor with its own employees. Individual staff files shall be maintained for each employee. Staff personnel files shall include all documentation necessary to evidence the employee has met the job qualifications and training requirements. Staff files shall include documentation of all commendations, reprimands, and evaluations.

Contractor agrees that personnel assigned to provide reservation and scheduling services pursuant to this Agreement shall be considered employees of Contractor only and not employees or agents of County. Contractor will serve as the sole contact with County and will be fully responsible for all Contractor staff performance. Contractor shall be solely responsible for the satisfactory work performance of all staff as described herein.

At all times during the performance of Services set forth herein, Contractor's staff shall maintain a courteous, pleasant, and professional demeanor. Rude or unprofessional behavior by Contractor's staff is unacceptable. Contractor shall discipline and/or provide refresher training to staff not serving callers appropriately. Continued unprofessional conduct will result in Contractor removing the employee or County may require removal of employee from providing direct service to customers.

Contractor shall ensure all employees performing services under this Agreement be knowledgeable about Paratransit transportation services, CTD and ADA policies and procedures; maintain professional, courteous attitude with all callers and individuals; promote goodwill; and answer, to the best of their ability, all caller questions. Contractor's staff is to follow County's "SUNsational Service" principles, including "SUNsational" greeting on the telephone or in person, with proper tone of voice, assisting caller or individual to the best of their ability. If unable to respond to all inquiries, staff will refer caller or individual to next level of management.

County will arrange "SUNsational Service" training for Contractor's staff upon the Effective Date at Contractor's sole expense. All Contractor's staff shall complete the training within ninety (90) days after the Effective Date and all staff hired during the Term shall complete the training within ninety (90) days after hire.

3.2 KEY MANAGEMENT

Key Management staff for this contract shall include a full-time General Manager, Customer Service/Reservations Supervisor, and Dispatch / Scheduling Supervisor. Contractor shall submit Key Management staff resumes (Key Management staff are subject to County review and approval). Each of the Key Management Staff listed below must have the requisite levels of experience as follows:

- 3.2.1 A Full-time General Manager: A minimum of five (5) years' management experience in Paratransit service (three (3) of which must be in the preceding five (5) years) with at least one (1) year of experience managing the provision of at least one hundred thousand (100,000) paratransit trips annually.
- 3.2.2 A full-time Customer Service/Reservations Supervisor: A minimum of three (3) years' Paratransit call center supervisory experience.
- 3.2.3 A full-time Scheduling/Dispatch Supervisor: A minimum of three (3) years' supervisory experience in Paratransit scheduling and dispatching operation (one (1) of which must be in the preceding three (3) years) and at least one (1) year of experience must have been supervising scheduling and dispatching operations, in which at least one hundred thousand (100,000) trips were served annually.

Key Management staff may not be removed or replaced without written notification to the Contract Administrator. Should a replacement be required, County reserves the right to approve

the proposed replacement and to require an interview with the proposed replacement, as well as a resume and references.

Contact information (telephone numbers and e-mail addresses) of the Key Management staff shall be provided to County, Contractor shall respond in person to any emergency or accident involving extensive property damage, injuries or as requested by County during or after the operational hours of the system.

3.3 STAFFING PLAN

Contractor shall develop and maintain a plan detailing staffing levels by job function, job title, full-time or part-time status, salary range, and work shift for all staff assigned to this Agreement. Contractor shall submit a Call Center Staffing Plan, along with its employee handbook (or equivalent) to County

Contractor shall furnish an updated staffing plan at County's request at any time during the term of the Agreement.

3.4 CRIMINAL BACKGROUND SCREENINGS

- 3.4.1 Contractor must perform criminal background screenings on all prospective and current employees. Criminal background screenings shall include, but shall not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website and may include local criminal records checks through local law enforcement agencies.
- 3.4.2 Contractor shall conduct these background screenings on all current employees at least once every twelve (12) months.
- 3.4.3 Contractor acknowledges that it will be responsible for any and all direct or indirect costs associated with the required criminal background screening check requirement.
- 3.4.4 Any prospective or current employee must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense set forth in the list of Florida Criminal Statutes below.
- 3.4.5 In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later), involving any of the offenses set forth in the list of Florida Criminal Statutes below, Contractor may, following Contractor's consideration of the totality of the circumstances, permit such an individual to perform Services under this Agreement.

Florida Criminal Statutes

- (a) Section 393.135, Florida Statutes, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, Florida Statutes relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, Florida Statutes relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, Florida Statutes relating to murder.
- (e) Section 782.07, Florida Statutes relating to manslaughter, aggravated



- manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, Florida Statutes relating to vehicular homicide.
 - (g) Section 782.09, Florida Statutes relating to killing of an unborn quick child by injury to the mother.
 - (h) Chapter 784, Florida Statutes relating to assault, battery, and culpable negligence, if the offense was a felony.
 - (i) Section 784.011, Florida Statutes relating to assault, if the victim of the offense was a minor.
 - (j) Section 784.03, Florida Statutes relating to battery, if the victim of the offense was a minor.
 - (k) Section 787.01, Florida Statutes relating to kidnapping.
 - (l) Section 787.02, Florida Statutes relating to false imprisonment.
 - (m) Section 787.025, Florida Statutes relating to luring or enticing a child.
 - (n) Section 787.04(2), Florida Statutes relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
 - (o) Section 787.04(3), Florida Statutes relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
 - (p) Section 790.115(1), Florida Statutes relating to exhibiting firearms or weapons within 1,000 feet of a school.
 - (q) Section 790.115(2)(b), Florida Statutes relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
 - (r) Section 794.011, Florida Statutes relating to sexual battery.
 - (s) Former Section 794.041, Florida Statutes relating to prohibited acts of persons in familial or custodial authority.
 - (t) Section 794.05, Florida Statutes relating to unlawful sexual activity with certain minors.
 - (u) Chapter 796, Florida Statutes relating to prostitution.
 - (v) Section 798.02, Florida Statutes relating to lewd and lascivious behavior.
 - (w) Chapter 800, Florida Statutes relating to lewdness and indecent exposure.
 - (x) Section 806.01, Florida Statutes relating to arson.
 - (y) Section 810.02, Florida Statutes relating to burglary.
 - (z) Section 810.14, Florida Statutes relating to voyeurism, if the offense is a felony.
 - (aa) Section 810.145, Florida Statutes relating to video voyeurism, if the offense is a felony.
 - (bb) Chapter 812, Florida Statutes relating to theft, robbery, and related crimes, if the offense is a felony.
 - (cc) Section 817.563, Florida Statutes relating to fraudulent sale of controlled substances, only if the offense was a felony.
 - (dd) Section 825.102, Florida Statutes relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
 - (ee) Section 825.1025, Florida Statutes relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
 - (ff) Section 825.103, Florida Statutes relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
 - (gg) Section 826.04, Florida Statutes relating to incest.

- (hh) Section 827.03, Florida Statutes relating to child abuse, aggravated child abuse, or neglect of a child.
- (ii) Section 827.04, Florida Statutes relating to contributing to the delinquency or dependency of a child.
- (jj) Former Section 827.05, Florida Statutes relating to negligent treatment of children.
- (kk) Section 827.071, Florida Statutes relating to sexual performance by a child.
- (ll) Section 843.01, Florida Statutes relating to resisting arrest with violence.
- (mm) Section 843.025, Florida Statutes relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (nn) Section 843.12, Florida Statutes relating to aiding in an escape.
- (oo) Section 843.13, Florida Statutes relating to aiding in the escape of juvenile inmates in correctional institutions.
- (pp) Chapter 847, Florida Statutes relating to obscene literature.
- (qq) Section 874.05, Florida Statutes relating to encouraging or recruiting another to join a criminal gang.
- (rr) Chapter 893, Florida Statutes relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
- (ss) Section 916.1075, Florida Statutes relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (tt) Section 944.35(3), Florida Statutes relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (uu) Section 944.40, Florida Statutes relating to escape.
- (vv) Section 944.46, Florida Statutes relating to harboring, concealing, or aiding an escaped prisoner.
- (ww) Section 944.47, Florida Statutes relating to introduction of contraband into a correctional facility.
- (xx) Section 985.701, Florida Statutes relating to sexual misconduct in juvenile justice programs.
- (yy) Section 985.711, Florida Statutes relating to contraband introduced into detention facilities.
- (zz) Any offense that constitutes domestic violence as defined in Section 741.28, Florida Statutes

3.5 REMOVAL OF CONTRACTOR EMPLOYEE(S)

County shall have the right, but not the obligation, to require the removal of any Contractor employee from performing Services in the event that such employee takes or fails to take any action that results in Contractor not meeting the requirements of this Agreement. Any Contractor employee with six (6) valid Complaints from separate individuals within one (1) calendar year shall be removed from customer service functions. Contractor shall have a policy and procedure to record and monitor valid Complaints regarding employees. Contractor shall maintain documentation indicating action taken to ensure the valid Complaint behavior is not repeated. Contractor shall notify County Contract Administrator in the event that employees are removed from duties related to Services.

3.6 COMPLAINTS

The Call Center shall receive, document, and appropriately categorize all customer Complaints/compliments via the Complaint module within CTMS related to Paratransit Transportation Services.

Calls relating to a Complaint received by Contractor shall be politely and courteously reviewed with caller to obtain all information relating to the Complaint. All Complaint calls shall be entered into CTMS. All written correspondence regarding service shall be forwarded to County within two (2) business days after receipt.

Upon receipt of written correspondence, County shall update any Complaint information into CTMS and inform Contractor. Contractor shall thoroughly investigate all Complaints regarding employees and scheduling. Contractor shall update CTMS Provider Response with findings and proposed corrective actions and send response in writing to County within five (5) calendar days after receipt for review. Complaints logged as "Priority" must be investigated and responded to within twenty-four (24) hours after receipt.

All written responses to clients may be reviewed and approved by County prior to issuance to the client. County reserves the right to change the Complaint procedures.

County will review Contractor's response to a Complaint, results of investigation, and proposed corrective action, and shall communicate to Contractor the required corrective action.

The goal for Complaints is no more than four (4.00) Complaints per 1,000 Trips requested, calculated as the total number of Complaints in a calendar month, multiplied by 1,000, divided by the total number of Trip requests that month, rounded up/down to two (2) decimal places.

3.7 INTERNAL QUALITY ASSURANCE

Contractor shall provide trained staff that will be responsible for working with Clients, the general public, Paratransit Service Providers, and County staff to ensure the highest level of professional customer service. Contractor will develop performance measures to ensure staff accountability in responding to customer service issues and to meet expected quality assurance.

Contractor shall respond to any request from County concerning any Complaint or other customer service issue. Contractor is responsible for assigning staff to investigate and resolve any and all customer service issues or Complaints to ensure customer retention and satisfaction.

As part of its quality assurance plan Contractor shall assign trained management staff to monitor and review inbound and outbound telephone calls and other communications between Call Center staff and Clients, Paratransit Service Provider's staff, as well as between departments within the Call Center. Monitoring responsibilities shall include but are not limited to using software to review the phone conversations of reservationists, customer service representatives, and dispatch departments for quality and training purposes. Contractor's management staff may use a combination of technology-based solutions as well as physical monitoring of activities in the Call Center.



4. SCHEDULING

4.1 GENERAL SCHEDULING REQUIREMENTS

Contractor shall schedule Trips using the CTMS, software applications and related technology as appropriate. Contractor shall ensure that staff is fully trained, fully proficient, and fully able to use all CTMS capabilities throughout the Term.

Contractor shall ensure that the full range of CTMS capabilities are used to produce productive and realistic schedules, with the most optimal Trip assignment to meet Client needs, Vehicle availability, and efficiency. Contractor shall solicit and utilize ongoing feedback from Dispatchers and Paratransit Service Providers to ensure realistic schedules.

Contractor shall review and analyze scheduled and actual productivity and proactively recommend to County program parameter changes to improve productivity. Contractor shall research and determine high volume areas, and work to specifically maximize productivity in these areas. County will determine fleet mix and will set performance goals for productivity.

Contractor's scheduling staff shall create runs for Vehicles to perform on the day of service for all Trips scheduled through the CTMS automated scheduling system.

Scheduling staff shall ensure that the schedule produced meets service level requirements and optimizes the number of rides, minimizes circuitous routing, identifies maximum opportunities for Group Trips, prevents Trips in violation of ADA ride time standards, makes use of CTMS tools and techniques, analyzes service delivery challenges, and recommends and implements changes if necessary, subject to County's approval.

Contractor shall ensure all Trips scheduled for the next service day are verified and batched by 5:30 p.m. daily. This final review is to ensure routes are efficient and shall include any parameter violations indicated by the CTMS. Additionally, the review shall check for Trips of Excessive Trip Length. Non-Authorized Trip and Excessive Trip Length Forecasting reports and other tools in CTMS shall be utilized by Contractor staff during this final review and batching process.

Contractor shall perform an ongoing analysis of service demand and estimated capacity for each day of service and work with all Paratransit Service Providers in advance of each day of service to adjust run start and end times and to add runs at times needed. Contractor shall track Paratransit Service Providers' ability to cover all agreed runs, by each Service Provider, that are not available due to lack of Drivers or vehicles.

The CTMS automatically will assign a thirty (30) minute window based on the appointment and travel time. When the schedules are batched and approved, the CTMS will automatically call the Client, the evening prior to the Trip, to advise the Pick-up Window for the next day. The CTMS will call the Client on the day of the Trip, when the Pick-up Vehicle is within ten (10) minutes of arriving, to advise the Client to prepare to leave.

Contractor shall provide input to County on reservation and scheduling issues observed to guide County in arranging for potential system reviews. Contractor shall have read-only access to system parameter settings but shall present concerns/suggestions to County for review.

4.2 UNSCHEDULED TRIPS

County's goal is one hundred percent (100%) of Trips requested in advance by Clients be scheduled onto Vehicle routes that Paratransit Service Provider Drivers have been assigned (meaning routes for which Drivers have been scheduled). Trips shall be scheduled onto routes allowing them to be performed on-time and without excessive on-board travel time under normal, expected operating circumstances.

No more than one percent (1%) of all scheduled Trips may remain on the wait-list. Trips left on the wait-list by Contractor shall be the shorter Trips and/or Trips within the core Service Area which have the greatest likelihood of being timely.

Longer or remote area Trips shall not be left unscheduled as they are likely to be difficult to assign. Within the one percent (1%) allowance, Contractor shall leave Trips on the wait-list only if there is a very high possibility they will be able to be served in a timely manner.

If it becomes necessary to temporarily transfer Trips to the wait-list, schedulers shall reassign Trips to routes in time for the Trips to be performed on-time. All unscheduled Trips shall be placed on a scheduled route at least ninety (90) minutes before the Pick-up Window.

4.3 SCHEDULE OPTIMIZATION

Contractor's Dispatchers are responsible for coordinating activities in preparation of the next day's Service. Contractor shall assign trained staff to the function of optimizing Trip distribution and preparing and sending electronic manifests to the Paratransit Service Providers the night before daily transportation service begins, every day of the year.

Contractor shall use the full range of the CTMS to create productive and realistic schedules with the best mix of Trip assignments based on Client needs, vehicle availability, and efficiency.

Contractor shall periodically recommend adjustments to the Paratransit transportation service routing, subject to review and approval by County. These periodic system adjustments require a coordinated and comprehensive review and analysis of Client Trip patterns and Paratransit Service Provider data to determine the best possible, most efficient route structure.

Contractor and County shall coordinate system adjustments to ensure Paratransit Transportation Service and Call Center Service is optimized without negatively impacting the Client experience.

Contractor shall develop and update a scheduling standard operating procedure that details all of the tasks to be performed by Schedulers. The standard operating procedures shall describe ADA and BCT Paratransit scheduling requirements and policies, software tools and reports to be utilized in the scheduling process, and timelines for all tasks to be performed. Any revisions to the current standard operating procedures are subject to BCT review and approval prior to implementation.

4.4 CENTRALIZED DISPATCH

Contractor is responsible for the Centralized Dispatch Function described as follows:

Based on telephone and web-based reservations, Contractor shall continually provide system-wide dispatch route monitoring, including all management of Trip movement, seven (7)

days-per-week, while Paratransit Transportation Service Vehicles are in service. Excessive Trip movements shall be discouraged.

Call Center Dispatchers shall manage daily service operations through effective communications with Paratransit Service Providers and by revising schedules to effectively manage day-of-service changes. (Paratransit Service Providers will be responsible for communicating immediately with Vehicle Drivers.)

Contractor shall provide and assign sufficient Dispatchers during all service hours to maintain the performance levels specified by County until all Trips for the day are completed.

Contractor shall review wait-listed Trips and assign applicable Trip to the Paratransit Service Provider best positioned to deliver the Trip.

Call Center Dispatchers shall communicate with the Paratransit Service Providers on a real-time basis throughout the Service day.

Call Center Dispatchers shall work closely with the Paratransit Service Providers dispatchers to monitor Trips, validate No-Shows, respond to WMR calls, and address other operational issues of Paratransit Transportation Service.

Call Center Dispatchers are responsible for directing and coordinating on-street operations, schedule adherence, including using CTMS to monitor pull-out and pull-in times, Vehicle assignments, and recording operational difficulties and incidents to ensure safe, cost-effective, and on-time performance. Dispatchers shall document and communicate any Service-related issues or concerns with Call Center management personnel as well as with Paratransit Service Providers.

Call Center management personnel is responsible for ensuring ongoing daily communication between Dispatchers and Paratransit Service Providers in addition to continually monitoring scheduling and services and where necessary, making proactive adjustments to maximize on-time performance and productivity.

Effective coordination, communication and interface between Call Center Dispatchers and the Paratransit Service Providers is critical for ensuring efficient service and high levels of performance including improved productivity and Trip timeliness. Achievement of an effective working relationship between the Call Center and Paratransit Service Provider requires good training and technical skills on the part of the Dispatchers and experience on the part of Drivers.

4.5 RETURN TIME CHANGES, NO-STRAND POLICY AND "WILL-CALL" REQUESTS

Clients who are ready more than two (2) hours earlier than the originally scheduled return Pick-up Window may call to request the return time be adjusted. These requests are to be accommodated, if possible, as long as they do not negatively impact other Clients. Changes to Pick-up Windows on the day of service are not guaranteed.

Clients who are unable to keep a scheduled return Pick-up Window and either call in advance to alert Contractor of the situation or No-Show of the return Trip and then call to request a later pick-up are not to be stranded. A revised Trip pick-up time shall be arranged as soon as possible



without negatively impacting other Clients, and the Trip must be arranged within ninety (90) minutes.

Medical Trips only: If a Client is unable to estimate a return Trip Pick-up Window when making the Trip reservation, the return Trip may be entered into the system as a "Will- Call."

The "Will-Call" return Trip will remain open in the system and the Client is required to contact the Call Center when they are ready to be picked up. Clients will be informed of the "Will-Call" service policy if the Trip is booked this way so they are aware of the wait/response time.

"Will-Call" return pick-ups shall be made within ninety (90) minutes of the Call Center receiving notification from the client that they are ready for pick-up. Clients must specify a requested return pick-up time for all other Trip purposes.

Contractor shall monitor and manage the number of "Will-Call" Trips scheduled to ensure this response time can be provided.

Contractor shall work closely with County to ensure transportation service is provided safely to all Clients. This shall include, but not be limited to, notifying County if there is no special notation in the Client file but it is reported that the Client should not be left unattended. County will investigate and amend Client files as appropriate.

5. CALL CENTER FACILITY

Contractor shall provide a single facility, to be inspected and approved by County, located within Broward County, suitable for the full operation of the Call Center.

The facility shall meet ADA accessibility requirements. The facility shall be capable of housing the full Call Center operation over the Term.

Contractor shall be responsible, at its sole cost and expense, for providing all furnishings, office equipment and supplies needed for the full operation, except for CTMS, which will be provided by County.

The facility shall include administrative office space and space for computer and telephone equipment. Workspace shall be made available to County staff for on-site observation and/or monitoring.

The facility must be equipped with an Uninterruptable Power Supply (UPS) with power conditioning, event notification circuitry, and a back-up generator. The UPS and generator shall be designed to allow for a minimum of fifty percent (50%) growth above the initial load of the facility.

The UPS must, at a minimum, be capable of supporting all computer systems, network switches, network components, and the telephone system until the back-up generator can be started and placed online. The back-up generator shall be capable of running all lights, computer systems, network switches and components, climate control system, and the telephone system. Contractor shall be required to perform scheduled monthly startup/testing of generator. All generators and UPS systems must be reviewed, approved, and accepted by County.



The facility shall comply with any specifications County may supply with respect to the utilities, temperature, and humidity conditions required to accommodate County-supplied CTMS. The facility shall, at a minimum, be able to be locked, secured, and free from flood potential. The facility must satisfy all State of Florida post Hurricane Andrew building specifications.

Contractor shall take all recommended and reasonable measures to protect facility contents, property, equipment, records, and files in the event of a storm or other warnings with potential damaging effects. Contractor shall have analog lines for emergency if main phone lines go down, as required in ESF #1.

Contractor must provide documentation of facility availability by way of a signed lease, binding offer to lease, or documentation of ownership to County within ten (10) business days after request by County.

6. TELEPHONE SERVICE/COMMUNICATIONS

6.1 GENERAL REQUIREMENTS

County will transfer the toll-free number currently used by Clients to Contractor. The primary voice communication system shall not be based on cell phones.

Contractor shall ensure personnel assigned to service telephone lines maintain a courteous and polite attitude in all dealings relating to the provision of Services. Contractor's staff assigned to answer telephone lines shall announce their first name in all telephone calls related to any Services addressed in this Agreement.

Contractor shall provide, at its own expense, an Automatic Call Distribution (ACD) telephone system that will place calls received into a central queue. The system will be capable of handling multiple call groups and caller options.

The telephone system shall allow callers to press "0" to be transferred to an operator, transfer directly to County facilities, dial an extension, or remain on the line without making a selection while in the main call group. The telephone system shall be capable of having calls redirected between call groups.

ACD phone system must allow real-time call monitoring that is available to management and all Call Center calls must be recorded for training and quality-monitoring purposes via the system.

Clients (within the service area) shall be provided access to the Call Center via toll-free telephone lines. Full access shall include the provision of TDD, TTY, and/or Florida Relay Services (711). Contractor shall have staff trained in proper Florida Relay Service/TDD/TTY usage and available to answer calls during all Service Hours.

Current local service and toll-free telephone numbers shall remain with County should a change in Contractor occur. Contractor shall be required to take all necessary actions to ensure reassignment of the numbers to County upon termination or expiration of this Agreement.

Contractor shall provide headsets for all reservationists to facilitate efficient and comfortable accomplishment of their duties and to allow operation of the CTMS while handling a call. Extra



headsets shall be available in sufficient quantities to ensure adequate spare equipment is available if needed.

A minimum of two (2) LED display monitors, linked to the telephone system, shall be mounted on the walls in the reservations area of Contractor's facility. The LED display monitors shall indicate at minimum, real-time information about the number of callers in the queue and the longest hold time.

6.2 PARATRANSIT TRANSPORTATION SERVICE LINE

Client reservation telephone lines shall be exclusively for Paratransit Transportation Service. Contractor shall not use dedicated Paratransit Transportation Service telephone lines for any other purpose.

Contractor shall establish a system to ensure calls shall be answered in less than two (2) minutes and on-hold time shall be kept to a minimum. The maximum hold time shall not exceed ninety (90) seconds for both peak and off-peak travel times. Contractor shall establish a plan detailing how on-hold times will be kept to a minimum. This plan shall include the maximum hold times for both peak and off-peak travel times. The approximate peak weekday times are from 8:00 AM until 10:00 AM and 3:00 PM until 5:00 PM.

Contractor shall have a reporting function on the telephone system that measures the number of calls by function, average length of call, hold times, abandoned call, cancellations, and other capabilities as described herein. Contractor shall prepare and format telephone system reports as requested by County.

6.3 DEDICATED COUNTY LINE

Contractor shall provide an unpublished analog "hotline" telephone number for the exclusive use by County staff. The telephone hotline shall provide for direct communication in resolving day-to-day operational issues and shall be active and functioning during Service Hours. The hotline will also serve as the emergency number in the event of loss of power and communication. The hotline shall be answered in less than two (2) minutes and on-hold time shall be kept to a minimum. The maximum on-hold time shall be ninety (90) seconds. The hotline telephone number shall be supplied to County prior to initiating service and shall not be provided to any other parties.

6.4 PRE-RECORDED MESSAGES

The system shall have the capability of adding recorded messages at the "front-end" or in each call group. At County's request, Contractor shall incorporate announcements into the telephone system regarding various subjects including, but not limited to: Paratransit Transportation Service change announcements; special programs; or policies. Generally, these announcements pertain to modifications due to holiday schedules, inclement weather, special events, reminders, or updates regarding County's or Contractor's policies.

The system must be approved in writing by County as to form and functionality prior to use.

6.5 CALL RECORDING

Callers must be advised via prerecorded message greeting (prior to the Call Center staff answering the call) that the call will be recorded and monitored for quality control purposes.

The telephone system shall be arranged to allow Contractor's supervisory staff to monitor call activity. This person shall be able to see active call stations; longest hold times, and number of callers in each call group.

All main Call Center Service telephone lines (non-administrative) for inbound and outbound calls shall be recorded. The recording system shall capture and store conversations in digital format. Additionally, the recording system shall allow all stored calls to be easily selected and reviewed by time or days, call groups or ACD agent.

Contractor shall retain all call recordings for a period of six (6) months.

6.6 CALL REPORTS

The telephone system shall be capable of preparing daily telephone reports. Reports shall indicate call activity and call handling performance by hour of the day for each call group (including the daily call volume trends – by hour, weekday, Saturday, Sunday, etc.); daily average hold time; average hold time per hour of the day; maximum hold time per day; total number of calls received per day; total number of calls answered; total number of calls abandoned; the average minimum and maximum hold and talk time; total number of calls with talk time less than one (1) minute) and call management data (including on-duty agent name; staff time; time in lunch, break, training, out-of-office; ACD productive time; average, minimum, maximum hold and talk times per agent, etc.).

County shall have access to live status dashboard to monitor Services including, but not limited to, agents available; agents on active calls; calls in queue; average minimum and maximum hold and talk time; and calls abandoned.

Reports shall be generated daily and reviewed by Contractor's management staff to ensure call Performance Standards are obtained. The telephone system shall be capable of capturing and reporting information about primary and secondary hold times (e.g., calls taken first in reservations then transferred to another call group). Reports shall be provided to County on a monthly basis with invoice and all reports shall be available to County upon request. Contractor shall prepare and format telephone system reports as requested by County.

The telephone system shall be capable of allowing the use of Interactive Voice Response (IVR) allowing caller to use an automated system to request, cancel and/or access Trip information within CTMS.

6.7 LOSS OF POWER/SYSTEM MALFUNCTIONS

In the event of a power failure, loss of power or telephone and/or radio access, Contractor shall have a procedure in place to implement a manual system.

Contractor shall have an adequate supply of cellular phones available to communicate with Paratransit Service Providers and County staff in the event that the primary landline telephone



system malfunctions. If Contractor decides to use cell phones during such event, Contractor is required to have mobile voice connectivity.

7. INFORMATION SYSTEMS – COMPUTERIZED TRIP MANAGEMENT SYSTEM (CTMS)

County shall provide Contractor with a CTMS consisting of proprietary software, hardware, and peripheral equipment and other items (hubs, routers, cabling, modems, printers, etc.) solely for use by Contractor for Services. County shall retain title to CTMS and no right, title, or interest in CTMS shall pass to Contractor. Contractor shall not remove any County marking and shall affix to CTMS any marking requested by County to evidence County's ownership interest.

The use of CTMS is limited to reservations and scheduling of transportation operations involving individuals determined by County to be eligible for such County-provided Paratransit services.

Contractor shall not use CTMS for its own business operations unrelated to the above. Usage of CTMS for non-County functions or operations may result in the termination of the Agreement and/or subject Contractor to any legal remedies which may be available.

County shall deliver CTMS at a mutually agreed upon time and location. Prior to delivery of CTMS, Contractor shall prepare the installation site (located within Contractor's County-approved facility) for CTMS to ensure a suitable operating environment, to be approved and accepted by County. Contractor shall comply with any specifications County may supply with respect to utilities, temperature, and humidity conditions required by CTMS. The installation site shall, at a minimum, be locked, secure and shall be free from flood potential. The actual location of the components of CTMS at the installation site shall be subject to final approval of County. At time-of-delivery of CTMS to Contractor's site, the Parties shall execute a written equipment schedule setting forth the components; serial numbers; and date of delivery. Contractor shall note on such schedule any apparent damage to CTMS or any components thereof.

County will install CTMS after delivery. Contractor shall cooperate fully with the installation process, testing, and training related to CTMS.

Upon termination or expiration of this Agreement for any reason, Contractor shall immediately return CTMS in the manner designated by County. Contractor shall return CTMS to County in the condition it was received at the onset of this Agreement, normal wear and tear expected. Any costs necessary to restore and/or prepare CTMS for return to County shall be the sole cost and expense of Contractor. County shall have the right to inspect and to approve the condition of CTMS prior to acceptance. Should County determine CTMS is not in the proper condition, Contractor shall at its sole cost and expense remedy any and all deficiencies identified by County.

7.1 SOFTWARE

County currently uses software from Adept for CTMS. County has purchased the license for the installations of the software needed in reservations, scheduling, dispatch, and administration. County will maintain an ongoing service and maintenance contract for support of CTMS and periodic review and refining of the system's parameter settings.

Installation licenses and maintenance and service contracts will be in place at least thirty (30) days prior to the commencement of Services to allow Contractor to install the system and train staff in its use.

County will be responsible for any and all costs associated with the initial training of Contractor's staff to proficiency in the use of CTMS. Required training, at a minimum, shall include initial training of at least five (5) days per employee and updated training, as needed, should there be system upgrades. Contractor shall ensure their staff receives the training required to perform their jobs in a manner consistent with the goals and requirements of this Agreement. The evaluation of training effectiveness shall be based on performance indicators measuring proficiency and not solely on Contractor's meeting minimum training hours required under this Agreement. Contractor will be responsible for any-and-all costs associated with any periodic training deemed necessary by Contractor or County.

7.2 HARDWARE

County will provide the dedicated hardware needed to run CTMS in the operating environment proposed. This shall include the required workstations (desktop computers, monitors, printers, etc.) to meet the need of the staff proposed in all areas of Contractor's operations and management.

- **MAINTENANCE AND REPAIR OF CTMS AND COUNTY OWNED HARDWARE**

County shall provide Contractor with reasonable assistance in the maintenance and operation of CTMS by responding to all inquiries and trouble reports concerning the operation or condition of CTMS, if Contractor submits a request via telephone to the designated representative of the County during Service Hours. Upon receiving such inquiries, requests, or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of Contractor's description of the problem. This may include arranging assistance from a maintenance-service representative. Contractor shall bear all costs of routine supplies required by CTMS and all maintenance charges, including the cost of labor and parts, imposed by any maintenance-service representative or by County in the event that maintenance is required due to the following:

- Use of CTMS or any component thereof other than the manner for which it was installed;
- Damage to CTMS by Contractor or its staff or agents;
- Modification of the installed CTMS by Contractor that was not authorized by County;
- Maintenance performed by Contractor without County authorization; or
- Use of CTMS in surfing websites or installation of software not required in the performance of the Services.

All maintenance services, excluding those listed immediately above, shall be provided by County and Contractor shall not perform such without prior consent of County. Contractor shall have a service agreement for maintenance and repair of Contractor's computer hardware and telephone system hardware and equipment. The agreement shall provide twenty-four (24) hours-per-day, seven (7) days-per-week, and same-day service.

Contractor shall bear the entire risk of loss or damages to CTMS after its delivery to the installation site. Contractor shall, at its own expense, obtain and maintain property and casualty insurance for CTMS against all risks of damage or loss.

All relocations of CTMS or components thereof whether at the installation site or to a new site shall be done by County unless otherwise authorized by County in writing. Contractor shall bear



all costs and expenses incurred in the event of relocation of any component of CTMS within the installation site or from the installation site to a new site. Contractor shall give County a minimum of one hundred twenty (120) days prior written notice in the event Contractor wishes to relocate any component of CTMS from the installation site (located within Contractor's County-approved facility) to a new site, unless otherwise agreed to between the Parties. Contractor shall give County a minimum of thirty (30) days prior written notice in the event Contractor wishes to relocate any component of CTMS within the existing installation site (located within Contractor's County-approved facility), unless otherwise agreed to between the Parties.

CMTS: RESTRICTIONS ON USE -The following restrictions shall apply to Contractor's use of CTMS:

- Contractor shall keep CTMS free and clear of all claims, liens, and encumbrances. Any act of Contractor purporting to create such claim, lien or encumbrances shall be void;
- Contractor shall not use CTMS in any manner or for any purpose for which CTMS is not designed or reasonably suited, as outlined in this Agreement;
- Contractor shall not permit any physical alteration of CTMS without prior written consent by County;
- Contractor shall not affix CTMS to any real estate in such a manner that it may be deemed a fixture thereto; and
- Contractor shall not remove CTMS from the installation site without prior written County consent, except in the event of County-declared an emergency.

Contractor shall not receive title or ownership of the licensed software. Contractor shall have only a right of limited use. The licensed software is and shall remain the property of certain third-party licensors who have authorized County to incorporate their software into CTMS. Contractor acknowledges that the software, database information, and user materials included in the licensed software contain confidential information and trade secrets that County has entrusted to Contractor in confidence to use only as expressly permitted in this Agreement. Contractor acknowledges that owner thereof claims and reserves all rights and benefits afforded under federal law in the programs, database information, and user materials included in the licensed software as copyrighted works.

Contractor shall protect the software, database information, and user material included in the licensed software as confidential information and trade secrets to any other person, firm, organization, or employee that does not (consistent with Contractor's right of use hereunder) need to obtain access to the licensed software.

Contractor shall use its best efforts to ensure all Contractor's personnel, and all other persons afforded access to the licensed software by Contractor, protect the licensed software as trade secrets and confidential information and refrain from any use or disclosure in any manner not expressly permitted by the Agreement. These restrictions shall not apply to information:

- Generally known to the public and obtainable from public sources;
- Previously in the possessions of Contractor or subsequently developed or acquired without reliance on the licensed programs; and
- Approved by County for release without restriction.

The software, database information, and user materials included in the licensed software may not be decompiled, reverse engineered, reprinted, transcribed, extracted, or reproduced in

whole or part without the prior written consent of County. Contractor shall not in any way modify or alter the licensed software without the prior written consent of County.

Contractor agrees all data entered into CTMS database, statistical information or data produced by Contractor through the use of CTMS or other data, information or material produced pursuant to the Agreement is work made-for-hire under the laws of the United States.

7.3 SOFTWARE PARAMETER SETTINGS

Parameters shall be set in the automated reservations, scheduling, and dispatch software to be consistent with service policies and standards. Parameter settings in the system will be controlled by County. If changes in parameter settings are desired or needed, the changes shall be communicated by Contractor or Service Providers to County along with the reasons and supporting documentation. Contractor will work with County to fine-tune settings to allow the system to develop schedules that accurately reflect real operations. This shall include gathering actual Vehicle travel speeds by area and time of day and using this information to fine-tune speed settings. Contractor shall assist with testing of new parameter settings and "what if" scenario testing to fine-tune parameters in the system.

All Trips shall be scheduled to allow for compliance with service policies and standards (on-time pick-ups and arrivals, travel times, etc.) given the parameter settings in the system. If schedulers override the system and manually add Trips to routes resulting in system violations, a notation shall be added to CTMS Trip record explaining the reasons for the scheduling action.

8. PERFORMANCE STANDARDS

This is a performance-based Agreement. Contractor shall meet with County staff to confer about the reasons for adverse Performance Standards and provide recommendations for corrective actions.

The Performance Standards included herein (collectively "Performance Standards") are based on anticipated improvements from current performance levels. While reducing cost per Trip is important, Contractor must strive at all times to provide service in a manner which also maximizes customer service.

For all of these performance measures, County will monitor and evaluate Contractor.

8.1 CALL MANAGEMENT

Client phone call management shall be measured as a percentage of calls answered by Call Center staff in less than two (2) minutes, rounded to two (2) decimal places (i.e., 98.00%) (the "98% Performance Standard as referenced in Section 6.4.3 of the Agreement). The system must report the time from when Client enters the telephone system to the time an Agent answers the call. The objective is to ensure that each call fully satisfies the concerns and needs of the Client.

8.2 ON-TIME PERFORMANCE (OTP)

Efficient call center scheduling greatly impacts On Time Performance of Paratransit Service Providers. An OTP goal of ninety-two percent (92%) represents the Performance Standard for the Paratransit Service Providers. For performance calculation purposes, the OTP measure is

calculated by dividing on-time Trips by all Trips for a calendar month, expressed as a percentage rounded up/down to two (2) decimal places (i.e., 92%).

8.3 MEETING ATTENDANCE

Project status meetings shall be scheduled as needed. Contractor shall attend meetings relevant to the operation of this Service. County anticipates monthly meetings will be held to address current and potential Services issues and proposed solutions. Contractor's attendance shall be required at all scheduled meetings. Contractor shall also attend meetings of the Broward County Transit Advisory Committee (TAC), Broward County Advisory Board for Individuals with Disabilities (ABID), Local Coordinating Board (LCB), and other consumer advisory committees, as requested by County. Contractor General Manager, or other staff with decision-making authority, shall attend all such meetings.

8.4 PRODUCTIVITY

County has established productivity goal of providing 1.70 Passenger Trips per Revenue Hour. For the purpose of this Contract, County has established a minimum productivity requirement of 1.50 Passenger Trips per Revenue Hour. The productivity rate shall be calculated by dividing the number of Passenger Trips by Revenue Hours, rounded up/down to the nearest tenth (i.e., from 1.45 to 1.5).

Contractor shall organize reservations and conduct scheduling that achieves maximum productivity within established service quality standards.

Contractor policies and practices, including CTMS system parameters, are subject to review if productivity below the minimum standard persists for more than two consecutive months.

9. REPORTING REQUIREMENTS

9.1 TIMELY REPORTING OF INCIDENTS/ACCIDENTS

Initial information about an Incident or Accident shall be reported to County within fifteen (15) minutes after receipt of the report by Contractor.

9.2 MONTHLY OPERATING REPORT

Contractor shall prepare and submit a Monthly Operating Report (MOR) to County on or before the fifth calendar day of each calendar month of the Term, commencing the second calendar month of the Term. Contractor must submit a form of the MOR for County approval. Contractor shall change the format MOR format during the Term as requested by County. The MOR shall include at a minimum the following data:

- a. Total passenger Trips requested;
- b. Total capacity denials;
- c. Total eligibility denials;
- d. Total trip refusals by Clients;
- e. Total Trips scheduled;
- f. Total Trips scheduled greater than sixty (60) minutes before/after requested time;
- g. Total advance cancellations;



- h. Total late cancellations;
- i. Total no-shows;
- j. Total Trips provided to Clients;
- k. Total Trips provided to PCAs;
- l. Total Trips provided to Companions/escorts;
- m. Total passengers (eligible Clients, PCAs, Companions);
- n. Total client Will-Call Trips;
- o. Total same day Trip requests;
- p. Total same day Trips scheduled;
- q. Total non-authorized Trip requests;
- r. Total non-authorized Trips scheduled;
- s. Number and percentage of Trips up to ten (10) miles with travel times greater than 60 minutes; and
- t. Number and percentage of Trips over ten (10) miles with travel times greater than 90 minutes.

9.3 TELEPHONE SERVICE REPORT

The MOR shall contain a daily summary of telephone performance. Performance for each separate call group (e.g., reservations, customer service and general information) and an overall total summary shall be provided. Reports shall include, but not be limited to:

- a. Total number of calls handled;
- b. Total number of calls received;
- c. Total number of calls by type;
- d. Total number of calls answered;
- e. Total number of calls abandoned;
- f. Percentage total of total calls abandoned;
- g. Average speed of answer time;
- h. Average handle time on hold;
- i. Maximum hold times for all calls by hour for each day;
- j. Average length of call;
- k. Total number of agents on duty by hour of each day;
- l. Total number of Complaints (available via CTMS); and
- m. Total number of Contractor commendations (available via CTMS).

All data collected by Contractor shall be available upon request for audit and inspection by County. Failure to provide information upon request may result in performance disincentives or termination of this Agreement.

Reports should be made in a format as seen in Table 2 – Hourly Call Distribution or as approved by County.

9.4 MONTHLY MANAGEMENT REPORTS

Monthly Management Reports (MMR) shall be prepared and submitted monthly with the MOR. The MMR shall detail accomplishments and goals related to the operation, administration, and maintenance of Services. Existing and anticipated problems, with recommendations for resolution, shall be described. A complete accounting of all accidents, incidents, and unusual events shall be included.

9.5 DATA ADMINISTRATION AND REPORTING REQUIREMENTS

Contractor will have access to real-time and historical reports from CTMS, including the ability in some cases to create and run ad hoc or customized reports that may be required by County. County reserves the right to request additional reports at the sole expense of Contractor.

Contractor shall provide records and reports related to Call Center functions on a minimum of daily, weekly, monthly, quarterly, and on an annual basis to indicate performance or other metrics, including, but not limited to, telephone, staffing, customer service, on-time performance, scheduling, and productivity.

Contractor shall, as directed by County, assist County in monitoring Service through activities such as Client surveys, compliance with this Agreement, quality assurance, and management reviews.

County may conduct inspections, including call monitoring, daily spot checks, monthly through use of reporting, and quarterly and annual through full audits. Inspections will be made without Contractor advance notice and all records must be current and readily available during regular business hours (8 AM – 5 PM Monday - Friday).

10. IMPLEMENTATION/TRANSITION PLAN

County will determine the date and time of commencement of Services, but the intended transition period will not exceed sixty (60) calendar days prior to the commencement of Services.

County intends to continue to provide all equipment, services, and applications for operation of the Call Center that County currently provides, unless specified otherwise. There are some equipment, services, and applications that are provided by the current contractor.

A seamless transition to the new Contractor may require simultaneous operation by outgoing and incoming contractor staff.

Contractor has submitted a Startup Plan in its Bid that includes Contractor's approach to ensuring the transition-in and the transition-out is seamless, and there is no degradation of Paratransit program service. Contractor shall fully comply with the Startup Plan, unless deviation is approved in advance by the Contract Administrator.

11. TRANSITION-OUT

Contractor will cooperatively participate in the transition of Call Center functions upon the termination or expiration of this Agreement. Prior to the transition-out to a succeeding contractor, Contractor will participate in required activities including but not be limited to:

- a. Meetings;
- b. Transfer of records;
- c. Access to property;
- d. Transfer of all electronic, communication devices and equipment, and software; and
- e. Assign the telephone line to County at the termination or expiration of this Agreement.

During the transition phase, County will conduct meetings, as deemed necessary, with the incumbent and new County contractor to discuss specific operations, records, and other

transition events and the timeframe in which they shall occur. As requested by County, the incumbent shall make pertinent records and equipment accessible to both County and new contractor within three (3) days after County's request.

12. STANDARD OPERATING PROCEDURES (SOPs)

Contractor shall develop, maintain, and enhance all standard operating ("SOPs") as written, formalized documents. Contractor shall distribute SOPs to employees and hold copies centrally for revisions as may be necessary under the terms of this Agreement or applicable laws. Contractor shall submit proposed revisions to SOPs to BCT for review and approval prior to implementation.

Contractor shall manage SOPs through a knowledge management application with assigned roles and responsibilities for maintaining content and improving content quality. Contractor shall assume responsibility for all SOPs in place as defined below.

General SOPs	
Payroll Login and Logout	
Phones Login and Logout	
Reporting IT Issues	
In Case of Emergency / Emergency Exit Procedures	
Recording a No-Show	Where's My Rides?
Incidents and Accidents Handling	Driver Messages
Safety and Security Reporting	Trip Coding
Driver Breaks and Break Types	Cancelling a Trip
Proactive Dispatching to Achieve On-Time Performance	
Estimating Time and Distance	Reporting
Using the Dispatch Alert Tool	Scheduling Pre-Batch Route Closure/Addition Log
Communicating with DSP Window Dispatch	Dispatch Late Pull-Out and Closed Route Log
Dispatch Opening Procedures	
Dispatch Closing Procedures	Quality Assurance
Extending Drivers' Shifts	Daily Reporting - Phone Statistics
	Daily Reporting - OTP Report
	Reconciliation / Archiving
Scheduling	Complaints Handling
Scheduling Opening Procedures	Running a Customer History Report
Scheduling Closing Procedures	QA Roles and Responsibilities
Customer Transfers	Paratransit Terminology
Scheduling Trips for TOPS	Completing a QA Monitoring Form
Creating a Route	
Route Changes	
Route Table Changes	
Customer Advocate	
Using CTMS Client Operations Screens	



Using CTMS Trip Details and Trip Log Screens
Reservations Script
Dispatch Queue Monitoring
Reservations for TOPS
Subscriptions
Transferring Calls
Using the Language Line

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)



Exhibit B
Payment Schedule

County will pay Contractor a fixed amount per month for administrative and overhead ("Fixed Cost") and a fixed price per agent hour ("Agent Hour Price") for Services actually performed. The rates specified below shall be in effect for the entire Term, unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

The rates for the Initial Term shall be as follows (the initial 12-month period after the Effective Date is Year 1, and the subsequent 12-month periods are the subsequent contract years):

Fee	Unit	Year 1	Year 2	Year 3
Fixed Cost	Monthly	\$78,937.37	\$81,307.65	\$83,748.42
	Annually	\$947,248.40	\$975,691.83	\$1,004,980.99
Agent Hour Price		\$26.70	\$27.50	\$28.33
Agent Hours (Estimated)		91,716	92,633	93,559
Total Annual Agent Hour Costs (Estimated)		\$2,448,817.20	\$2,547,411.90	\$2,650,540.40
Estimated Annual Total Cost		\$3,396,065.60	\$3,523,103.73	\$3,655,521.39

As used herein, "Agent Hour" is one hour of Services provided by Contractor's staff.

For any Extension Term, the prices shall be three percent (3%) more than the immediately preceding contract year.

Contractor acknowledges and agrees that the prices above (plus any increase for an Extension Term) constitute a cap on Contractor's total compensation under this Agreement, even if the call volume, number of Trips dispatched, or other work required by Contractor to provide the Services increase during the Term of the Agreement. All staffing required to meet the stated Performance Standards will be provided by Contractor for the amount stated above, and all additional costs required to meet such standards and fully perform under this Agreement (including, but not limited to, labor costs) shall be borne exclusively by Contractor. Because of foreseeable growth in the demand for Services, this Agreement contains a plan developed by Contractor and accepted by County to ensure that all employees are properly trained, and new employees are expeditiously trained.

Exhibit C Minimum Insurance Requirements

INSURANCE REQUIREMENTS

Project: Call Center for Paratransit Transportation Services
Agency: Transit Division, Paratransit Services

TYPE OF INSURANCE	ADDL INSR	SUBR TYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> CYBER LIABILITY	N/A	<input checked="" type="checkbox"/>	If claims-made form Extended Reporting Period of: *Maximum Deductible:	2 years \$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$1,000,000 2 years \$100,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County 215 South Andrews Avenue Fort Lauderdale, Florida 33301			 Risk Management Division		

