

**AGREEMENT FOR SERVICES**  
**BETWEEN**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**VENTURA TRANSIT SYSTEM INCORPORATED**

**THIS AGREEMENT** (“Agreement”) is effective this 1<sup>st</sup> day of July 2023 between Ventura County Transportation Commission (hereinafter referred to as “VCTC”) and Ventura Transit System Incorporated, a California corporation (hereinafter referred to as “CONTRACTOR”), wherein CONTRACTOR agrees to provide and VCTC agrees to accept the services specified herein.

**WHEREAS**, Senate Bill 1376 (2018) designated the California Public Utilities Commission (Commission) as the administrative agency for the Access for All Program; and,

**WHEREAS**, VCTC serves as the Local Access Fund Administrator for the Transportation Network Company Access for All Program to administer a funding program for local Access Providers for on-demand wheelchair accessible vehicle (WAV) transportation services; and,

**WHEREAS**, VCTC released a call for projects for Access Providers in January 2023 and on May 12, 2023, selected the CONTRACTOR to provide the requested services and authorized the Executive Director to execute a contract with CONTRACTOR; and,

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by VCTC and VCTC desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

**NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:**

**I. FUNDING/PROGRAM MANAGEMENT**

1. **SCOPE OF SERVICES:** CONTRACTOR shall provide on-demand wheelchair accessible vehicle (WAV) services within Ventura County 24 hours a day, 7 days a week in accordance with the provisions set forth in Exhibit A (“Services”), attached hereto and incorporated herein by reference.
2. **TERM:** This contract shall commence July 1, 2023 and shall terminate June 30, 2024, unless otherwise extended by VCTC or unless earlier terminated, or grant funds have been exhausted prior to such date.

3. **NOTICES:**All notices to VCTC under this Agreement shall be in writing and sent to:

Martin R. Erickson, Executive Director  
Ventura Transportation Commission  
751 Daily Drive, Suite 420  
Camarillo, CA 93010

All notices to CONTRACTOR under this Agreement shall be in writing and sent to:

Mahmood Babaeian, Chief Executive Officer  
Ventura Transit System Inc.  
295 Willis Ave, Suite H4  
Camarillo, CA 93010

Notices may also be sent in writing via email to recipients designated by the respective VCTC Executive Director and CONTRACTOR Chief Executive Officer.

4. **COMPENSATION OF CONTRACTOR:**

- a. VCTC shall pay CONTRACTOR quarterly, upon receipt of a valid invoice and reporting, as described in Exhibit A, herein. Invoice and reporting should be sent by email to VCTC's designated Agreement Administrator within 30 days of the end of the quarter for which payment is requested. Payment for Services shall be made upon CONTRACTOR's satisfactory performance based upon the scope contained in Exhibit A as determined by VCTC. Payment shall be made to CONTRACTOR as promptly as fiscal procedures will permit, generally within thirty (30) days receipt of a properly submitted quarterly invoice and reporting.
- b. Invoice is valid when invoice is addressed to VCTC and includes the following: title – "Invoice," a unique invoice number, date, invoice period, Ventura Transit System, Inc. name and address, a description of goods purchased and Services performed ("Ventura County AFA Fare Subsidy Reimbursement"), the total amount payable, and backup trip itemization documentation as described in Exhibit A for the Services performed over the period specified.
- c. The total amount payable by VCTC to CONTRACTOR pursuant to this contract shall not exceed \$118,467 ("Total Amount"). CONTRACTOR agrees and understands that the Total Amount of funds must be used and expended by June 30, 2024.
- d. The payments prescribed herein shall constitute all compensation to CONTRACTOR for all costs of Services. Passenger fares are the property of the CONTRACTOR. VCTC's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of VCTC's right to require CONTRACTOR to correct such work or seek any other legal remedy.

5. **REPORTING:** CONTRACTOR shall submit standard CPUC quarterly reports in accordance with Exhibit B attached hereto within 30 days of the end of each quarter included with the submitted invoice. The term of this Agreement spans four quarters: Quarter 1 spans from July 1, 2023 to September 30, 2023, quarter 2 spans from October 1, 2023 to December 31, 2023, quarter 3 spans from January 1, 2024 to March 31, 2024, and quarter 4 spans from April 1, 2024 to June 30, 2024.
6. **TERMINATION OF CONTRACT FOR CONVENIENCE OF EITHER PARTY:** Either party may terminate this Agreement at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of the transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work satisfactorily completed in accordance with this Agreement prior to the effective dates of such termination.
7. **TERMINATION OF CONTRACT FOR CAUSE:** If through any cause within its control CONTRACTOR fails to fulfill in a timely and professional manner its obligations under this Agreement, or if CONTRACTOR violates any of the terms or provisions of this Agreement, VCTC shall have the right to terminate this Agreement effective immediately upon VCTC giving written notice thereof to the CONTRACTOR. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. CONTRACTOR shall be paid for all work completed satisfactorily in accordance with this Agreement prior to the effective date of such termination.
8. **MODIFICATION:** This Agreement constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be made unless in writing and signed by both parties.
9. **NON-ASSIGNMENT OF CONTRACT:** Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR shall not assign, transfer, delegate, or sublet this Agreement or any interest herein with the exception of that outlined in the CONTRACTOR's proposal without the prior written consent of the VCTC Executive Director, and any such assignment, transfer, delegation, or sublet without VCTC's prior written consent shall be considered null and void.
10. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that CONTRACTOR, (including any and all of its officers, agents, and employees), shall perform all of the Services under this Agreement as an independent contractor to VCTC and not as an officer, agent, servant, employee, joint venturer, partner, or associate of VCTC. Furthermore, VCTC shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, VCTC shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a VCTC employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, PERS contributions, unemployment

insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and defend, indemnify, and hold VCTC harmless from all matters relating to payment of and/or benefits for CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the VCTC or to this Agreement.

11. **STANDARD OF PERFORMANCE:** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products and/or Services of whatsoever nature which CONTRACTOR delivers to VCTC pursuant to this Agreement shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions at VCTC's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.
12. **WARRANTY OF CONTRACTOR:** CONTRACTOR warrants that it and its employees are properly certified and licensed under the laws and regulations of the State of California to provide the Services agreed to herein.
13. **TAXES:** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. VCTC shall not be responsible for paying any taxes on CONTRACTOR's behalf and, should VCTC be required to do so by State, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse VCTC for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. CONTRACTOR shall provide its social security number or tax identification number to VCTC, which VCTC shall keep on file at its offices.

## II. GENERAL REQUIREMENTS

CONTRACTOR shall note the following provisions and CONTRACTOR must take all necessary action to ensure their compliance:

1. **RECORDS, AUDIT, AND REVIEW:**
  - a. CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least and for three (3) years from the date of final Access Provider funding liquidation or three (3) years following the termination of this Agreement,

whichever is later. All accounting records shall be kept in accordance with generally accepted governmental accounting practices. VCTC shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

- b. Access Funds shall only be used in accordance with the Access for All Program Requirements. AFAs and Access Providers receiving Access Funds must adhere to the Program Requirements established by the California Public Utilities Commission (CPUC), including the use of standard accounting practices, and agree to Program and financial audits as deemed appropriate by CPUC or other State control agencies at no charge to VCTC. AFAs and Access Providers that are found to be in noncompliance may be subject to, among other things depending on the violation: audit, suspension, or permanent disqualification from future participation in the Access for All Program.
- c. Pursuant to Public Utilities Code 314.6 (a), the Commission may conduct any necessary audit, quality check verification, or discovery during project implementation and post-project completion. For this reason, all documentation pertaining to this program, including contracts with Access Providers, program related records such as files, invoices, and other related documentation shall be retained and made available to CPUC upon request for the duration of the program and for three (3) years from the date of final Access Provider funding liquidation or three (3) years following the termination of this Agreement, whichever is later.
- d. If state or other regulatory audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by VCTC associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from VCTC, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to VCTC as specified by VCTC in the notification.

2. **NON-DISCRIMINATION:** The CONTRACTOR, with regard to the work performed by it during the Agreement term shall act in accordance with Title VI and the California Fair Employment and Housing Act (FEHA). Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, ancestry, national origin, religion, creed, sex, gender, sexual orientation, gender identity, gender expression, age, or mental and/or physical disability, medical condition, genetic information, marital status, military or veteran status, in the selection and retention of employees, and subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. Department of Transportation's Regulations, including employment practices when the Agreement covers a program whose goal is employment. Further, in accordance with Section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Section 12112, the CONTRACTOR agrees that it will

comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements the California Department of Transportation may issue.

### III. MISCELLANEOUS PROVISIONS

#### 1. INSURANCE:

##### A. LIABILITY INSURANCE

Before distribution of any funds pursuant to this Agreement, CONTRACTOR, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services and/or operation by CONTRACTOR, its agents, representatives, employees, subcontractors, and volunteers, for operation of vehicles or equipment under this Agreement. Consistent with the following provisions, CONTRACTOR shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to operating any vehicle or equipment purchased pursuant to this Agreement and prior to receiving any funds pursuant to this Agreement. CONTRACTOR shall not allow any contractor to commence work on any contract funded through this Agreement until CONTRACTOR has obtained all insurance required herein for the subcontractor(s). CONTRACTOR shall maintain all required insurance listed herein for the duration of this Agreement.

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering vehicles (Code 1) with limit no less than **\$2,000,000** per accident for bodily injury and property damage. This shall be noted by the equipment inventory/management certification which must be filed with VCTC.
- iii. **WORKERS' COMPENSATION INSURANCE:** CONTRACTOR will provide Workers' Compensation insurance for employees and volunteers as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

##### B. ALL POLICIES REQUIREMENTS

**Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**Verification of coverage.** Prior to beginning operations of any vehicles or equipment purchased under this Agreement and prior to any disbursement of funds pursuant to this Agreement, CONTRACTOR shall furnish VCTC with complete copies of all policies delivered to CONTRACTOR by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to CONTRACTOR beginning equipment or vehicle operation, this shall not waive CONTRACTOR's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

**Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, CONTRACTOR shall provide written notice to VCTC at CONTRACTOR's earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.

Any failure of CONTRACTOR to comply with reporting provisions of the policies shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

**Occurrence or accident basis.** The insurance coverage required by this Section shall cover on an occurrence or an accident basis, and not on a claims-made basis.

**Additional insured; primary insurance.** VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including VCTC's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR, as applicable; premises owned, occupied, or used by CONTRACTOR; and automobiles and equipment owned, leased, or used by the CONTRACTOR in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance

maintained by VCTC shall be called upon to contribute to a loss under the coverage.

**Deductibles and Self-Insured Retentions.** CONTRACTOR shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the activities contemplated by any term of this Agreement. Further, if CONTRACTOR's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Agreement Administrator, CONTRACTOR may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Agreement Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that CONTRACTOR procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**Subcontractors.** CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**Wasting Policy.** No insurance policy required by Section III, subsection (1) shall include a "wasting" policy limit.

**Variation.** VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

**Remedies.** In addition to any other remedies VCTC may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CONTRACTOR's breach:

Obtain such insurance and charge CONTRACTOR the cost of such premiums; and/or terminate this Agreement.

**Waiver of Subrogation.** CONTRACTOR hereby grants to VCTC a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against VCTC by virtue of the payment of any loss under such



insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not VCTC has received a waiver of subrogation endorsement from the insurer.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless VCTC, its officers, employees, and agents, from all liability costs, damages, or expenses, including attorneys' fees arising out of or incurred in connection with CONTRACTOR and its employees'/agents'/subcontractors' acts or omissions in the performance of activities contemplated in and pursuant to this Agreement, and agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC arising out of CONTRACTOR's negligent performance of any activities contemplated under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs.

To the fullest extent permitted by law, CONTRACTOR agrees to defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against the VCTC based upon an infringement or alleged infringement of any such letters patent arising out of the activities contemplated by this Agreement, and to indemnify and hold harmless the VCTC from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the equipment to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of the VCTC to use said equipment because of any infringement or alleged infringement of any letters patent.

3. **NO JOINT VENTURE OR PARTNERSHIP:** This Agreement is not intended to create a partnership or joint venture between VCTC and CONTRACTOR. VCTC is serving as the LAFA administrator of Access for All funds apportioned by CPUC to VCTC and CONTRACTOR is an eligible organization to receive AFA reimbursement funds as a selected Access Provider.
4. **ATTORNEY'S FEES:** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
5. **SEVERABILITY:** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
6. **GOVERNING LAW/VENUE:** The validity, enforceability and interpretation of any of the clauses of this contract shall be determined and governed by the laws of the State of California with venue in the court of competent jurisdiction in Ventura County.

7. **AGREEMENT ADMINISTRATION:** This Agreement shall be administered by Heather L. Miller ("Agreement Administrator"). All correspondence shall be directed to or through the Agreement Administrator or his or her designee.
8. **AGREEMENT:** The parties agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.
9. **AUTHORITY:** CONTRACTOR hereby represents and warrants to VCTC that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. CONTRACTOR hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

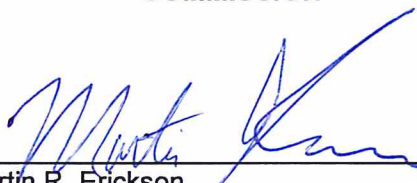
**VENTURA TRANSIT SYSTEM  
INC.**




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Mahmood Babaeian  
Chief Executive Officer


**VENTURA COUNTY TRANSPORTATION  
COMMISSION**




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Martin R. Erickson  
Executive Director

APPROVED AS TO FORM:




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Steven T. Mattas  
General Counsel

**EXHIBIT A**  
**Scope of Services and Contractor Compensation**

**Scope of Services**

- A. **CONTRACTOR** shall provide on-demand (on-demand is defined as 30 minute or less response time between when a trip is requested and when the passenger is picked-up) \_\_\_\_\_ for \_\_\_\_\_ requested wheelchair accessible vehicle services within Ventura County 24 hours a day, 7 days a week.
- B. **TRIP RESERVATIONS:** Contractor shall take ride requests by phone with the goal of adopting a smartphone application trip request option. Contractor should use the phone number (805) 519-0009 to take ride requests. Ride requests should be taken for immediate pick-up; Contractor shall provide rider estimated wait time for pick-up while scheduling a ride and the passenger fare. Rides would be exclusively for wheelchair passengers and their Personal Care Assistants (PCAs) or ADA certified riders and their PCAs verified through MMP or an equivalent organization in another county.
- C. **FARE:** Passengers shall be charged a flat rate of \$2.50 per mile at any hour for any destination within Ventura County. No other charges shall be levied onto the passenger without the consent of VCTC. PCAs must ride without any additional charge. Contractor must publish their standard per mile rates for like services and the subsidized rate under this program. Contractor cannot deviate from these rates unless approved by VCTC.

**Contractor Compensation**

- A. **FARE SUBSIDY:** The VCTC Access for All program is a subsidized fare program. Grant funds are to be used solely for fare subsidy. An on-demand WAV flat rate of \$2.50 per mile will be charged to the passenger by the Contractor. Additionally, the Contractor shall receive the following reimbursement from VCTC/AFA grant funds for each WAV requested trip provided:
- 1) \$60 per trip "loading" or Passenger Service Fee (PSF), plus
  - 2) \$1.40 per mile.
- A trip that was paid for all or in part by a third party is not eligible for reimbursement.
- B. **CONTRACTOR SUBMISSION FOR REIMBURSEMENT:** Rides billed against this program cannot be subsidized in any other fashion, either by insurance, charitable organizations, or other funding means. Riders must be solely responsible for paying the full fare. A customer invoice must be included with the trip reimbursement request. Additionally, the following information must be provided to VCTC for each WAV trip request (VCTC will provide the Contractor a trip reimbursement template):

- 1) Date and time of trip request
- 2) Time of pickup
- 3) Passenger name
- 4) Driver name
- 5) Vehicle ID#
- 6) PCA (Y/N)
- 7) Pick-up address
- 8) Drop-off address
- 9) Time of drop-off
- 10) Trip length in miles (rounded to the mile)
- 11) Passenger Fare
- 12) Per mile fare subsidy
- 13) Reimbursement Request total (includes per mile fare subsidy + \$60)

Contractor must also report unfulfilled WAV trip requests and an explanation as to why the trip was unfulfilled. VCTC staff to randomly audit rides for accuracy.

## EXHIBIT B

### AFA REPORTING

**CONTRACTOR** shall submit quarterly reports within 30 days of the end of each quarter.

**The term of this Agreement** spans four quarters. Quarter 1 spans from July 1, 2023 to September 30, 2023, quarter 2 spans from October 1, 2023 to December 31, 2023, quarter 3 spans from January 1, 2024 to March 31, 2024, and quarter 4 spans from April 1, 2024 to June 30, 2024.

**Contractor** shall provide VCTC a complete and accurate inventory of all wheelchair accessible vehicles, updated regularly. Program as proposed would be limited to only those rides provided in these identified eligible vehicles.

**Additionally, quarterly reports shall include:**

A. **Number of unique wheelchair accessible vehicles (WAVs) in operation.** This information will be provided in an Excel document that is supplied to the CONTRACTOR by VCTC. The number of unique wheelchair accessible vehicles in operation shall be provided by quarter and aggregated by hour of the day and day of the week. "In operation" is defined when a WAV: (a) is available to receive a trip request in that quarter/hour/day or (b) has accepted a trip request in that quarter/hour/day.

B. **Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver.** This information will be provided in an Excel document supplied to the CONTRACTOR by VCTC. The number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver shall be provided by quarter and aggregated by hour of the day and day of the week.

C. **Completed WAV trip request response times.** "Completed WAV trip" is defined as a WAV trip request that results in a passenger being dropped-off at the requested location. This information will be provided in an Excel document supplied to the CONTRACTOR by VCTC. The completed WAV trip request response times shall be provided in deciles, as well as broken out by Period A (time elapsed from when a trip is requested until the trip is accepted) and B (time elapsed from when a trip is accepted until the vehicle arrives). Response time is the elapsed time between when a trip is requested and when the passenger is picked-up (Period A plus Period B). The Access Provider shall provide WAV trip response times in deciles, as well as Periods A and B in deciles, by quarter.

D. **Trip completion rate.** CONTRACTOR shall provide VCTC the percentage of completed WAV trip requests in an Excel document supplied to the Contractor by VCTC. Trip completion rate is calculated by dividing total trips completed by total requested unique trips, multiplied by 100.

E. **Evidence of outreach.** CONTRACTOR shall provide proof of their effort to publicize and promote available WAV services to disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities. This information shall be provided in the form of an Excel spreadsheet or a PDF.

F. **Certification of driver training.** CONTRACTOR shall provide certification that all WAV drivers operating on its platform have completed driver training on transporting peoples with disabilities within the past three years, including sensitivity training, passenger assistance techniques, accessibility equipment use, door-to-door service, and safety procedures. This certification shall be provided in the form of a PDF.

G. **Report of WAV driver training programs.** CONTRACTOR shall provide list of driver training programs completed and number of WAV drivers that completed each training in that quarter. The report of WAV driver training programs shall be submitted in an Excel spreadsheet.

H. **Certification of inspection.** CONTRACTOR shall submit a certification in the form of a PDF that all WAVs operating on its platform have been inspected and approved to conform with the ADA Accessibility Guidelines for Transportation Vehicles within the past year. Title 49 Code of Federal Regulations, Chapter 38, Subpart B available at [Electronic Code of Federal Regulations \(eCFR\)](#).

I. **Number of complaints.** CONTRACTOR shall provide the number of complaints received related to WAV driver or WAV services, categorized as follows: securement issues, driving training, vehicle safety and comfort, Service animal issue, stranded passenger, and others. This information shall be submitted in the form of an Excel spreadsheet provided by VCTC.

J. **Safety protocol declaration form.** CONTRACTOR shall certify under penalty of perjury to comply with safety protocols as listed in the [Public Utilities commission of the State of California Access for All Safety Protocol Declaration Form](#).

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