STATEWIDE ACCESS FUND ADMINISTRATOR (SAFA)

TRANSPORTATION NETWORK COMPANIES (TNC) ACCESS FOR ALL PROGRAM

FUNDING AGREEMENT NO. [XXXX]

BETWEEN

STATEWIDE ACCESS FUND ADMINISTRATOR
GCAP Services, Inc.
3525 Hyland Avenue, Suite 140, Costa Mesa, CA 92626

AND

ACCESS PROVIDER
(Insert Access Provider Name & Address)

RECITALS

1. **Administrator Role:** The Statewide Access Fund Administrator (SAFA) is designated by the California Public Utilities Commission (CPUC) to administer Transportation Network Company (TNC) Access for All Program funds ("Access Funds") in counties without a Local Access Fund Administrator (LAFA). For the purposes of this agreement, GCAP Services, Inc. (GCAP) shall be referred to as the Statewide Access Fund Administrator (SAFA), and the terms 'GCAP' and 'SAFA' may be used interchangeably.

2. **Access Provider Role:** The Access Provider (AP) has been selected through a competitive solicitation process to provide on-demand Wheelchair Accessible Vehicle (WAV) services within designated service areas. Please see the Project Scope of Work and Budget on Attachment A.

3. **Parties:** The term "Parties" within this funding agreement refers to the SAFA and the Access Provider.

3. **Program Purpose:** The CPUC's Access for All Program was created under Senate Bill (SB) 1376 (Hill, 2018) to improve the accessibility of on-demand transportation services for persons with disabilities, including wheelchair users.

4. **Funding Allocation:** SAFA intends to allocate Access Funds, in an amount not to exceed $[Amount], to the Access Provider to assist with eligible WAV expenses, as defined in CPUC Decisions D.20-03-007 and D.21-03-005.

NOW, THEREFORE, in consideration of the foregoing, the SAFA and AP do hereby agree as follows:

SECTION I

SAFA AGREES TO:

1. **Compliance with CPUC Requirements**: SAFA will follow all requirements set forth in the CPUC Access for All Program Overview and Requirements for Access Fund Administrators (AFAs) V1.5 January 2025, which is incorporated herein by reference.

2. **Disbursement of Funds:** Reimburse or advance eligible costs (see Attachment B) up to $[Amount] no later than 30 days from AP submission of invoices and required reporting (see Attachment C).

3. **Oversight and Reporting to CPUC:** Collect and consolidate Access Provider quarterly reports and submit them to CPUC within 45 days of each reporting period.

SECTION II

ACCESS PROVIDER AGREES TO:

1. **Provide WAV Service Delivery:** Operate or partner for on-demand WAV service (See Attachment A for detailed Project Scope. For purposes of this Scope of Work, the term **"PROJECT"** shall refer to the services and deliverables described in this document, carried out by the Access Provider under the SAFA Access for All Program.).

2. **Fund Liquidation and Return of Unused Funds**: All Access Funds allocated under this agreement must be fully liquidated within twelve (12) months of disbursement. In the event of contract expiration or early termination, any unused funds must be returned to GCAP within thirty (30) calendar days. GCAP will process and issue a refund check to the California Public Utilities Commission (CPUC) in accordance with the requirements outlined in the CPUC Access for All Program Overview and Requirements for Access Fund Administrators, which is incorporated herein by reference.

3. **Submit Required Reporting**: AP are required to report performance on a quarterly schedule per CPUC requirements. Quarterly reports are required on WAV operations, trip data, response times, completion rates, ADA inspections, driver training, outreach, complaints, and financial usage. Access Providers must submit reports for the following via the SAFA Access Provider Portal (SAFA APP). An instruction guide and templates can be found in Attachment D.
    a. **Number of Unique WAVs in Operation (Excel)** – Provide the number of unique WAVs in operation 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. **The Number and Percentage of WAV Trips Completed, Not Accepted, Cancelled By Passenger, Cancelled Due To Passenger No-Show, And Cancelled By Driver (Excel)**: Provide the number and percentages of WAV trip statuses by quarter and aggregated by hour of the day and day of the week.

c. **Completed WAV Trip Request Response Times (Excel)**: Provide the number of completed WAV trip request response times 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). For example, the Access Provider shall report that 10 percent of all trip requests originating in a geographic area and quarter were fulfilled in X response time minutes, 20 percent were fulfilled in X response time minutes, etc. In addition, the Access Provider shall report that Period A time was X minutes for 10 percent of completed trips, that Period B time was X minutes for 10 percent of completed trips, etc. Accordingly, to verify the Access Provider's WAV response times, the Access Provider shall provide WAV trip response times in deciles, as well as Periods A and Bin deciles, etc.
d. **Trip Completion Rate (Excel)**: The percentage of completed WAV Trip Requests that is calculated by dividing total trips completed by total requested unique trips, multiplied by 100%.
e. **Evidence of Outreach (Excel and PDF):** Summary and list of activities to publicize and promote available WAV services to disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities.
f. **Certification of Driver Training (PDF)**: 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.
g. **Report of WAV Driver Training Programs (Excel)**: List of driver training programs completed and number of WAV drivers that completed each training in that quarter.
h. **Certification of Inspection (PDF)**: Certification that WAVs operating on its platform have been inspected and approved to conform with the ADA Accessibility Guidelines for Transportation Vehicles within the past year.
i. **Number of Complaints (Excel)**: Received related to WAV driver or WAV services, categorized as follows: security issues, driving training, vehicle safety and comfort, service animal issue, stranded passenger, and others.
j. **Funds Expended (Excel)**: See Attachment B: Eligible & Ineligible WAV Expenses.

k. **Contract Information (Excel)**: Identify the parties to the contract, the duration, the amount spent on the contract, and how the amount was determined.

4. Safety and Compliance Requirements: AP shall submit a complete Safety Protocol Declaration Form, certifying under penalty of perjury that all applicable safety protocols will be followed. In addition, AP must provide documentation of compliance, including but not limited to: Driver Training Certifications, ADA Vehicle Inspection Certifications, and any other safety-related certifications required by SAFA or applicable law.

5. Maintain Insurance: Provide details of current and valid liability, automobile, and workers' compensation insurance throughout the term of this agreement. All insurance carriers must provide coverage levels that meet or exceed the standards required of charter-party carriers under California Public Utilities Commission (CPUC) General Order 115. Specific insurance coverage requirements, including minimum limits and documentation standards, are outlined in General Order 115-G, which is incorporated herein by reference.

6. Conduct Community Outreach: Engage disability stakeholders and publicize WAV services.

7. Distribute Customer Surveys: CPUC and SAFA will develop a customer survey for Access for All WAV users to assess program effectiveness. Once provided, the AP shall distribute the survey to its ridership through an online format. Survey questions may include, but are not limited to, demographic information, ethnicity, program awareness, and other relevant topics necessary to evaluate program outcomes.

8. Submit Invoices: To submit invoices to SAFA as described in this Agreement for incurred costs related to the PROJECT. The Access Provider will submit invoices on a monthly basis, documenting eligible expenses incurred per the terms of the Funding Agreement. Access Providers will need to include required documentation that includes an invoice with an itemized list of eligible expenses and supporting attachments (e.g., receipts). See Attachment C: Invoice Instructions & Template.

SECTION III

IT IS MUTUALLY AGREED:

1. Project Scope: AP will provide WAV services as described in Attachment A.

2. Funding Conditions: SAFA's obligation to reimburse AP for the PROJECT shall not exceed $[Amount]. AP is responsible for all additional costs incurred beyond the $[Amount]. Maximum reimbursement is $[Amount], unless amended. AP is responsible for costs beyond the maximum. Funds are contingent upon CPUC authorization and may only be used for trips that originate within the county where the PROJECT is located. Use of funds outside the originating county is not permitted under this agreement.

3. Term: Effective [Start Date] through [End Date], max five years.

4. Termination:
    a. Either Party may terminate this Agreement at any time, other than for breach, by giving written notice of termination to the other Party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective date of such termination.
    b. Either Party may cancel this Agreement for breach by giving notice to the breaching Party. If the breach can be cured, the breaching Party has 30 days from notice to begin curing it and up to 60 days total to complete the cure, unless further extended by the non-breaching Party. Upon cancellation, the non-breaching Party retains all termination rights under paragraph 4(a), plus any remedies for breach of contract or unperformed obligations.
    c. By mutual consent of both PARTIES, this Agreement may be terminated at any time.
    d. In the event of termination, AP shall submit an invoice to SAFA for an amount representing the actual cost incurred for the PROJECT up to date of termination for which AP has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded.
    e. APs will be reimbursed based on submitted and approved invoices. In the event that the agreement is terminated or if allocated funds remain unused, such unused funds must be returned to GCAP. GCAP will then issue a refund check to the CPUC for the returned amount, in accordance with program requirements.

5. Audit Rights: The CPUC and GCAP, or their representatives may review or audit an Access Provider's (AP's) records for up to three (3) years after funds are fully spent (liquidated). APs must keep all records related to program funds for at least three (3) years. These records include invoices, receipts, payroll records, contracts, financial reports, and any documents that show how funds were used. APs must provide access to these records if requested.

6. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of SAFA and AP:
    a. That neither SAFA, nor any officer or employee thereof, shall be responsible for, and AP shall fully indemnify and hold harmless SAFA against, any damage or liability occurring by reason of anything done or omitted to be done by AP under or in connection with any work, SAFA or jurisdiction by AP under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, AP shall fully indemnify and hold the SAFA harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by AP under this Agreement or in connection with any work, SAFA, or jurisdiction delegated to AP under this Agreement.
    b. That neither AP, nor any officer or employee thereof, shall be responsible for, and SAFA shall fully indemnify and hold harmless AP against, any damage or liability occurring by reason of anything done or omitted to be done by SAFA under or in connection with any work, SAFA or jurisdiction by SAFA under the Agreement.
    c. It is also understood and agreed that, pursuant to Government Code Section 895.4, SAFA shall fully indemnify and hold the AP harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by SAFA under this Agreement or in connection with any work, SAFA, or jurisdiction delegated to SAFA under this Agreement.

7. Dispute Resolution: The Parties shall work together in the spirit of good faith and cooperation to successfully implement this Agreement. Should a substantive disagreement arise between the Parties, the disagreement shall immediately be raised between the Parties. Prior to initiating any legal action, the Parties agree to meet in good faith to attempt to resolve any dispute, including but limited to meetings between executive management and participating in mediation. The Parties shall jointly select and engage the effort of a mediator to help resolve the

dispute. The Parties shall equally share the costs of the mediator. If the issue is still unresolved, either Party may bring a legal action seeking resolution of the disagreement. However, all legal actions may only be brought if the preceding dispute resolution process has been satisfied.

8. Transparency: AP provides info for SAFA's public-facing reporting.

9. Assignment: This Agreement may not be assigned, transferred, hypothesized, or pledged by any Party without the express written consent of the other Party.

10. Governing Law: This Agreement and all work performed thereunder shall be interpreted under and pursuant to the laws of the State of California.

11. Entire Agreement: This Agreement represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

12. Severability: Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the SAFA of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.

13. Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

    Brittany Yamagata
    GCAP Services, Inc.
    3525 Hyland Avenue, Suite 140
    Costa Mesa, CA 92626
    Phone Number: 949-409-4621

Email Address: byamagata@gcapservices.com

AP Representative First & Last Name
AP Organization Name
Address
City, State, Zip Code
Phone Number:
Email Address:

14. Limitation: All obligations of SAFA under the terms of this Agreement are expressly subject to the SAFA's continued authorization to collect and expend the proceeds provided by Access Funds. If for any reason the SAFA's right to collect or expend such Access Funds is terminated or suspended in whole or part, the SAFA shall promptly notify AP, and the PARTIES shall consult on a course of action to determine how to accomplish the PROJECT or if this Agreement should be terminated. If, after sixty (60) working days of the termination or suspension of sales tax proceeds SAFA, a course of action is not agreed upon by the PARTIES, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the SAFA to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the SAFA under all outstanding contracts, agreements to other obligations of the SAFA, of funds for such purposes.

SIGNATURES

STATEWIDE ACCESS FUND ADMINISTRATOR
By: _____
Name: [Authorized Representative]
Title: [Title]
Date: _____

ACCESS PROVIDER
By: _____

Name: [Authorized Representative]
Title: [Title]
Date: _____

ATTACHMENTS

Attachment A: Project Scope of Work & Budget

Task Description	List of Deliverables & Estimated Completion Dates	Task Budget
1. [Insert Main Task Description]	a. [List of Action Items & Due Dates] b. [List of Action Items & Due Dates] c. [List of Action Items & Due Dates]	[Insert the Total $ Budget]
2. [Insert Main Task Description]	a. [List of Action Items & Due Dates]	[Insert the Total $ Budget]
3. [Insert Main Task Description]	a. [List of Action Items & Due Dates]	[Insert the Total $ Budget]

Attachment B: Eligible & Ineligible WAV Expenses

Eligible WAV Expenses Adopted in D.20-03-007
Vehicle Costs • Lease/Rental/Purchase Costs • Rental Subsidies for Driver • Inspections • Maintenance, Service & Warranty • Fuel Cost • Cleaning Supplies/Services • Other (Describe)
Partnership Costs • Transportation Service Partner Fees/Incentives and/or Management Fees • Vehicle Subsidies • Consultants/Legal (excludes claims or litigation costs; see Part 4, Section C) • Other (Describe)
Marketplace Costs • Recruiting • Driver Onboarding • Training Costs • Driver Incentives • Promo Codes for WAV • Other (Describe)
Operational Costs • Marketing Costs • Technology Investments/Engineering Costs/Enhancements • Community Partnership/Engagement Costs • Rental Management • Pilot Management • Wages, Salaries and Benefits (non-maintenance personnel) • Other (Describe)

Ineligible projects and activities are those that do not align with program goals and objectives. The following activities and expenses are ineligible through the grant program and include but are not limited to:

- Administrative costs of people employed by the Access Provider for activities not directly related to the preparation and adoption of the proposed activity or activities;
- Costs for work performed prior to GCAP issuing a Funding Agreement to the selected Access Provider;

- Costs for work performed after the funding agreement has expired;
- Claims or litigation costs; or
- Other costs that GCAP may deem as ineligible

Attachment C: Invoice Instructions & Template

Invoice Information for Access Providers:
As an Access Provider, you will need to submit a monthly invoice to the Statewide Access Fund Administrator (SAFA), GCAP. Please use the invoice instructions and template below for all submissions. Your invoice should only include activities and expenses that are part of your approved Funding Agreement Scope of Work. Ineligible expenses outside the approved Scope of Work will not be reimbursed. Be sure to include all required supporting documentation (such as itemized receipts). GCAP will review your invoice and, if no corrections are required, issue reimbursement within 30 days of submission.

Submission Deadline:
Invoices are due by the 10th of each month for the prior month's expenses.

Submission Instructions:
1. Prepare your invoice with the following information:
    - Access Provider name
    - Date of invoice
    - Reporting month (e.g., "August 2025")
    - Itemized list of expenses with descriptions
    - Total amount requested
    - Invoice number (for your own tracking)

2. Attach itemized receipts for all expenses claimed.

3. Email your invoice and receipts to:
    - accessforall@cpucsafa.org

4. If you have no expenses for the month, you must still submit a No Invoice Form to confirm that no reimbursement is being requested.

Invoice Template Link:
[Link Coming Soon]

Attachment D: Quarterly Report Instructions & Templates

Quarterly Report Information for Access Providers:

As part of your Funding Agreement with the Statewide Access Fund Administrator (SAFA), all Access Providers (APs) are required to submit quarterly reports through the SAFA Access Provider Portal (APP), hosted on Submittable. Reports must use the CPUC-provided reporting templates and be submitted by the deadlines listed below.

Reporting Schedule & Due Dates

Quarter	Reporting Period	Due Date
Quarter 1	January 1, 2026 – March 30, 2026	April 30, 2026
Quarter 2	April 1, 2026 – June 30, 2026	July 30, 2026
Quarter 3	July 1, 2026 – September 30, 2026	October 31, 2026
Quarter 4	October 1, 2026 – December 31, 2026	January 30, 2027

Submission Instructions

1. Download CPUC reporting templates here: CPUC Access Provider Blank Templates. This link will also be available in the SAFA APP.
2. Complete all required fields, ensuring information is accurate and consistent with your Funding Agreement and approved Scope of Work & Budget.
3. Log in to the SAFA APP (Submittable platform) using your account credentials. Access Providers will be sent a notification that the quarterly report submission form is available.
4. Upload the completed quarterly report templates in the designated submission form.
5. Attach any supporting documentation, as required.
6. Submit your report by the quarterly due date. Late submissions will not be accepted unless pre-approved by SAFA.

Important Notes

- Reports must be submitted once per quarter for all four quarters during the funding year.
- If no activity occurred during a reporting period, you must still submit a report indicating "No Activity."
- Retain a copy of all submitted reports and support documents for your records.
- GCAP (SAFA) will review each report and may follow up if clarification or corrections are required.