GROUP PARTICIPANT CONTRACT
Emergency Ride Home Program

WHEREAS, the Peninsula Traffic Congestion Relief Alliance, hereinafter referred to as “the Alliance,” has obtained funding to initiate an Emergency Ride Home Program, hereinafter referred to as “ERH Program,” to encourage individuals to use alternative modes of transportation while enjoying the security of on-call, free transportation in the event of unforeseen circumstances described in Attachment A in which the use of public transit is not practical; and

WHEREAS, the Alliance and its funders, the Bay Area Air Quality Management District, the City and County Association of Governments of San Mateo County and the San Mateo County Transportation Authority, encourage employers to offer incentives such as the ERH Program; and

WHEREAS, an employer in San Mateo County, hereinafter referred to as “Group Participant,” may contract with the Alliance to participate in the ERH Program for its employees; and

WHEREAS, a qualified participating employee, hereinafter referred to as “Employee,” is an employee of the Group Participant who is using one or a combination of commute alternative modes; and

WHEREAS, the Alliance has contracted with preferred taxi companies, hereinafter referred to as “Vendors,” to provide ERH Program services to qualified, participating Group Participants and Employees.

NOW, THEREFORE, THE PARTIES AGREES AS FOLLOWS:

A. DEFINITIONS AND LIMITATIONS
   1. For the purposes of this Agreement, “Eligible Costs” are defined as the costs of a Qualified ERH Ride by an Employee of a Group Participant in full compliance with the rules in Attachment A.

   2. For the purposes of this Agreement, “Qualified ERH Rides” are defined as those ERH trips that meet the eligibility and qualification rules described in Attachment A. An Employee is limited to four (4) Qualified ERH Rides per year.

B. RESPONSIBILITIES OF THE ALLIANCE
   1. The ALLIANCE will enter into contracts with Vendors whereby the Vendors have agreed to accept vouchers issued by the Alliance in exchange for providing ERH Program services to Employees.
2. The Alliance’s contracts with the Vendors shall require the Vendors to indemnify and defend the Alliance, the Group Participants and Employees from any claims or losses arising from the Vendor’s performance of the contract. The Alliance will also require the Vendors to show evidence of insurance coverage.

3. The Alliance will pay seventy five percent (75%) of the Eligible Costs of each Qualified ERH Ride taken by an Employee up to a maximum amount of $80.00 per trip while this Agreement is in effect.

4. The Alliance will provide marketing and educational materials to help Group Participants promote the ERH program and maximize its benefits to the Group Participants and their Employees.

5. In the event funding for this program is exhausted or no longer available, the Alliance will give Group Participants seven (7) days written notice prior to cancellation of the program or the implementation of any changes in the subsidy level set forth in B.3. above.

C. RESPONSIBILITIES OF THE GROUP PARTICIPANT

1. Accept a quantity of ERH vouchers from the Alliance, which will be determined at the Alliance’s sole discretion, and follow Program Rules in Attachment A.

2. Market the ERH program to its Employees in order to both encourage more consistent use of commute alternatives and convert drive-alone employees to new alternative-commute users.

3. Issue ERH vouchers to employees for Qualified ERH Rides as described in the Program Rules in Attachment A.

4. Assign [Name] as ERH Coordinator who will act as a liaison to the Alliance and the Employees, and be responsible for carrying out duties outlined in this Contract. If at any time while this Agreement is in effect the Group Participant changes the ERH Coordinator, the Group Participant is responsible for notifying the Alliance of the change within 30 days.

5. Group Participant shall pay twenty five percent (25%) of the Eligible Costs and one hundred percent (100%) of the costs in excess of the Eligible Costs of each Qualified ERH Ride taken by an Employee while this Agreement is in effect.

6. Group Participant will be responsible for one hundred percent (100%) of the costs of any ERH voucher used by one of its Employees in a manner that does not conform to the rules of the ERH Program as described in Attachment A or which exceeds the Qualified ERH Ride limit of 4 ERH Rides per Employee per year as specified in Attachment A.
7. Group Participant will pay Alliance within thirty (30) days from the date of the Alliance quarterly invoice reflecting the costs for which Group Participant is responsible to pay as specified in C.5. and C.6. above.

8. Group Participant shall actively participate in the ERH program until the Alliance's grant funds allocated for the ERH program are depleted or this contract is terminated, at which time the Group Participant will be notified in writing and thereafter will be solely responsible for the full cost of each ERH taken by its employees.

D. HOLD HARMLESS:

Group Participant shall indemnify, defend and save harmless the Peninsula Traffic Congestion Relief Alliance, its board members, officers, employees, agents and volunteers from any and all suits, claims or actions for any injury to persons or property (including to the Group Participant), or for any breach of this Contract, or for any violations of federal, state or local laws or regulations that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by the Group Participant caused by the act or omission of the Group Participant or its officers, officials, employees, subcontractors or agents, except those claims or actions for which the Alliance has been found in a court of competent jurisdiction to be solely liable by reason of the active negligence or willful misconduct of the Alliance or its board, officers, employees, agents and volunteers. This indemnification shall survive termination of the contract.

E. RECORDS:

Group Participant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the Alliance that relate to the ERH program and the performance of services under this Contract for three years and shall allow the Alliance to inspect or audit those records during reasonable business hours.

F. NOTICES

All notices, demands, requests, or approvals from Group Participant to the Alliance shall be addressed to the Alliance at:

Peninsula Traffic Congestion Relief Alliance
Attention: John Ford, Executive Director
650 Bayhill Drive, Suite 107
San Bruno, CA 94066

All notices, demands, requests, or approvals from the Alliance to Group Participant shall be addressed at:
G. TERM:
The term of this contract shall commence on \underline{1/1/16}, and shall continue indefinitely, unless the program is changed or canceled as set forth herein.

H. TERMINATION:
Both Group Participant and the Alliance shall have the option, at their sole discretion and without cause, of terminating this contract by giving seven (7) days prior notice to the other party as provided herein. Upon termination of this contract, each party shall pay those costs for which each is responsible as specified in this Contract that are incurred and unpaid prior to the effective date of termination.

We, the undersigned, have read and agree to the aforementioned:

THE ALLIANCE:

\underline{\text{Signature}} \hspace{2cm} \underline{\text{Title}} \hspace{2cm} \underline{\text{Date}}

\underline{\text{Name}} \hspace{2cm} \underline{\text{Title}} \hspace{2cm} \underline{\text{Date}}

GROUP PARTICIPANT:

\underline{\text{Signature}} \hspace{2cm} \underline{\text{Title}} \hspace{2cm} \underline{\text{Date}}

\underline{\text{Name}} \hspace{2cm} \underline{\text{Title}} \hspace{2cm} \underline{\text{Date}}
ATTACHMENT A
EMERGENCY RIDE HOME PROGRAM RULES

Qualified Rides: Employees must have used a commute alternative on the day the ERH is used.

Examples of valid reasons for using the ERH include:
- Sudden illnesses of self or immediate family members or carpool partner
- Home emergency
- Eldercare or daycare emergency
- Theft of bicycle
- Inclement weather (for walkers/bicyclists only)
- Unforeseen change of work schedule

Examples of destinations that would constitute a valid use of an ERH voucher include:
- Employee’s home
- Hospital
- Daycare
- Eldercare facility
- Local transit station
- Park-and-ride lot

Non-Qualifying Rides (ERH Vouchers May Not Be Used):
- Personal errands or pre-planned medical appointments
- Medical emergencies (i.e. when an ambulance is needed)
- Business-related travel
- Changed work schedule that was planned or known prior to the start of a workday or that is not authorized by a supervisor.
- Natural disasters or civic emergencies (e.g., earthquake, terror attack, demonstration)
- Transit service breakdown or interruption in service.
- Transportation to a doctor or hospital resulting from an on-the-job injury (ERH cannot be used to replace an employer’s legal responsibility under workers’ compensation regulations.)
- Non-emergency related side-trips on the way to the ERH destination.

Transit First Requirement: Participants must use transit for all or part of the trip whenever possible (for example, the employee should take a taxi to the BART station or from the BART station to home, rather than using a taxi for the entire trip). A taxi may only be used if transit service is not practical or available, including:
- The situation is urgent and time does not allow for transit use;
- Transit does not serve the destination needed; or
- Getting to or from the transit stop requires walking in an unsafe area at night.

Taxi Ride Limits: Employees may choose from any of the pre-approved taxi companies that serve the city or town where they are employed (eligible Vendors are listed on the ERH page
of the Alliance’s website: www.commuter.org). The vouchers do not have a maximum value; however, the Alliance will only pay its 75% share of Eligible Costs which is limited to $80 (eighty dollars) in total fare per trip. Employees must receive pre-approval from their employer (Group Participant) for taxi transportation that is likely to exceed the Eligible Cost limit.

Voucher: Employee must completely fill out the Employee section of the ERH voucher and provide the signed voucher to the taxi driver before the ride is started. Incomplete or illegible vouchers may result in the Alliance rejecting the voucher as a Qualified ERH Ride. The ERH voucher is valid only for the metered fare. Gratuities are not required and cannot be included on the ERH voucher.

Receipts: Taximeter receipts, if available, should be attached to the taxi vendor’s copy of the ERH voucher at the end of the ride.

Annual Limitation on Number of Rides per Employee: Each Employee is limited to four (4) Qualified ERH Rides per year.

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