

**City and County of San Francisco, Department of Environment  
Emergency Ride Home Program  
PARTICIPANT AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 in the City and County of San Francisco, State of California, by and between \_\_\_\_\_ ("Participant") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through the Department of Environment,

WHEREAS, Participant has reviewed the Rules and Restrictions (Attachment C) of the Department's Emergency Ride Home ("ERH") program ("Program") and desires to participate in the Program, qualifies for the Program, and has submitted an Application; and

WHEREAS, the City desires to provide such a Program on the terms and conditions set forth herein:

NOW, THEREFORE, the parties agree as follows:

**Article 1. Implementation of the Program**

Participant agrees to comply with the terms and conditions of this Agreement, including without limitation, Attachment A, Additional Standard City Contract Provisions, and Attachment C, Program Rules and Restrictions.

Participant agrees to cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City related to the Program.

**Article 2. Certification of Funds; Termination in the Event of Non-Appropriation**

This Agreement is subject to the budget and fiscal provisions of the City's Charter. No funds shall be available under this Agreement until prior written authorization is certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of any fiscal year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the fiscal year.

City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Participant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

### Article 3. Term of the Agreement

Subject to Article 2, the term of this Agreement shall be from \_\_\_\_\_ through **June 30, 2009**. Thereafter, this Agreement may be renewed annually for a maximum of five (5) years, at the City's sole discretion, through written notification, signed as to form by the City Attorney, by the City to the Participant. A new agreement must be entered into if there are changes to Rules and Restrictions or any other terms of the Agreement.

### Article 4. Use and Disbursement of Grant Funds

- a. Participant shall use the Program Funds only for Eligible Reimbursement, as set forth in Attachment C, Program Rules and Restrictions, and for no other purpose.
- b. Grant Funds shall be disbursed to Participant as described in Attachment C, Program Rules and Restrictions. Participant must use the reimbursement request form designated by the City and submit all required documentation. Reimbursement requests must be submitted within 60 days of the date the trip is taken.
- c. City will make reasonable effort to reimburse participant within 60 days of receiving a valid reimbursement request. In no event shall the City be liable for any penalties or interest for delayed reimbursements.
- d. Reimbursement is subject to the dollar limits described in Attachment C, Program Rules and Restrictions. In no event shall the amount of Reimbursement Funds (as defined in Attachment C) disbursed hereunder exceed Two Thousand Dollars (\$2,000) per fiscal year.

### Article 5. No Other Agreements with City.

Except as expressly itemized here, neither Participant nor any of Participant's affiliates, officers, or directors has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof. Failure to disclose such information will result in termination of this Agreement pursuant to Article 7. Participant must immediately notify City, in writing of any new interest in any other agreement with City during the period of this Agreement and any renewal periods. Failure to do so will result in termination of this Agreement pursuant to Article 7.

### Article 6. Indemnification and General Liability

- a. **Indemnification.** Participant shall indemnify, protect, defend and hold harmless the City from and against any and all Losses arising from, in connection with or caused by: (a) a breach of this Agreement by Participant; or (b) any personal injury or death caused, directly or indirectly, by any act or omission of Participant or its employees, subcontractors or agents.
- b. **LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF THE ERH REIMBURSEMENT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

#### **Article 7. Termination.**

The City shall have the option to terminate this Agreement at any time without cause, by providing written notice to the Participant via fax, hand delivery, or certified U.S. mail with return receipt. The Participant shall have the option to terminate this Agreement at any time without cause by providing written notice via fax, U.S. mail or hand delivery. This Agreement will terminate five (5) business days from the receipt of notice. On the date of termination, all rights of Participant hereunder shall be extinguished. In the event of such termination, City will reimburse Participant for any valid Reimbursement Requests submitted for trips taken prior to the termination date.

#### **Article 8. Ineligible Trips and Program Abuse**

The City reserves the right to investigate each Reimbursement Request to ensure it meets the Program requirements. Ineligible trip costs will not be reimbursed. Inappropriate use or intentional abuse of the Program by Participants or employees may result in termination of this Agreement. Program abuse is defined as, but not limited to, providing any false or misleading information, including submitting Reimbursement Requests for: a) trips taken for ineligible reasons; b) trips with unauthorized origins, destinations, or intermediate stops; c) trips by employees who did not utilize alternative modes on the day of using ERH; or d) trips taken by non-employees or ineligible employees.

City may demand the immediate return of any previously disbursed Program Funds that have been claimed or expended by Participant in breach of the terms of this Agreement.

#### **Article 9. Prohibition on Assignment or Transfer**

Participant shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Participant hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Participant involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Participant or a sale or transfer of substantially all of the assets of Participant shall be deemed an assignment for purposes of this Agreement.

Any agreement made in violation of this Section shall confer no rights on any person or entity and shall automatically be null and void.

**Article 10. Notices and Other Communications**

All notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, and (a) deposited in the U.S. mail, first class, with appropriate postage; (b) hand delivered; (c) sent via fax; or (d) sent via email. Communications from City to Participant will be addressed according to the information provided on the Employer Application. Communications from Participant to City shall be addressed as follows:

San Francisco ERH Program  
Department of Environment  
11 Grove Street, San Francisco, CA 94102  
**Attn:** Clean Air Transportation Program  
**Phone #:** (415) 355-3727

Unless otherwise provided in this Agreement, all communications sent in accordance with this section shall become effective on the date of receipt. In the event of a change in contact and address information, each party must provide updated information to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

**CITY:**

**Department of the Environment**

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature for Department Date

**Approved as to Form:**

Dennis J. Herrera City Attorney By: \_\_\_\_\_  
Deputy City Attorney

**PARTICIPANT:**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Authorized Signature Date

To enroll, mail pages 1, 2, 4, and B to:  
San Francisco ERH Program  
11 Grove St., San Francisco, CA 94102

**Attachment A**  
**ADDITIONAL STANDARD CITY CONTRACT PROVISIONS**

1. **Independent Entity Status.** Participant shall be deemed at all times to be an independent and separate entity from the City. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Participant.
2. **Sunshine Ordinance.** Participant acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, Participant's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Participant that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
3. **Conflict of Interest.** Through its execution of this Agreement, Participant acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
4. **Disallowance.** With respect to the ERH Reimbursement Funds, if any, which are ultimately provided by the state or federal government, Participant agrees that if Participant claims or receives payment from City for an Eligible Reimbursement, payment or reimbursement of which is later disallowed by the state or federal government, Participant shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Participant hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Participant from Participant's obligation hereunder to refund the remainder of the disallowed amount.
5. **Audit and Inspection of Records.** Participant shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, documents, and other data maintained by Participant under this Program.
6. **Taxes.** Participant shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
7. **Earned Income Credit (EIC) Forms.** Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.
  - a. Participant shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Participant has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Participant; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
  - b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Participant of the terms of this Agreement. If, within thirty (30) days after Participant receives written notice of such a breach, Participant fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Participant fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
  - c. Any Subcontract entered into by Participant shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.
  - d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 120 of the San Francisco Administrative Code.

8. **MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Participant acknowledges and agrees that he or she has read and understood this section.
9. **Drug-Free Workplace Policy.** Participant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Participant and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
10. **Resource Conservation: Liquidated Damages.** Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Participant to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Participant fails to comply in good faith with any of the provisions of Chapter 5, Participant shall be liable for liquidated damages in an amount equal to Participant's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Participant acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Participant from any contract with City.
11. **Compliance with ADA.** Participant acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through Participant, must be accessible to the disabled public. Participant shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
12. **Limitations on Contributions.** Through execution of this Agreement, Participant acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations of the contract until the later of either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.
13. **Prohibition on Political Activity with City Funds.** In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Participant, or any staff member in association with Participant, engages in any Political Activity, then (i) Participant shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Participant shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Participant agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Participant violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Participant and City, (ii) prohibit Participant from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Participant under this Agreement.
14. **Compliance with Other Laws.** Without limiting the scope of any of the preceding sections, Participant shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
15. **No Waiver.** No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated.
16. **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
17. **Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director of the Department of the Environment who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
18. **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

19. **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
20. **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties.
21. **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
22. **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.
23. **Nondisclosure of Private Information.** Participant agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this section and not defined in this Agreement shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Participant agrees to all of the following:
- (a) Neither Participant nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:
- (i) The disclosure is authorized by this Agreement;
  - (ii) The Participant received advance written approval from the Contracting Department to disclose the information; or
  - (iii) The disclosure is required by law or judicial order.
- (b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Participant to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Participant, or bring a false claim action against Participant.

# Attachment B



## San Francisco

# *Emergency Ride Home Program*

## Employer Application

The San Francisco Emergency Ride Home (ERH) Program, administered by the City and County of San Francisco's Department of the Environment, provides a free or low-cost ride home in cases of emergency for employees who use alternative transportation. By alleviating the worry of being stranded at the office if an unexpected situation arises, the Program encourages commuters to leave their cars at home and use alternative transportation modes instead, thereby helping to reduce traffic congestion and associated air quality impacts. ERH is an easy and low- or no-cost benefit that employers can offer to their employees.

By enrolling in the Program, the Employer agrees to:

- 1- Follow the Program Rules and Restrictions.
- 2- Promote the Program to employees, internally.
- 3- Assist with annual surveying of Program participants.

The San Francisco ERH Program agrees to:

- 1- Reimburse the employer for eligible trip costs, according to the Program Rules and Restrictions.
- 2- Provide materials and assistance to the employer to promote the Program, internally, to employees.

### EMPLOYER INFORMATION:

Employer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Alternate Email: \_\_\_\_\_

Approximate Number of Employees on Site: \_\_\_\_\_

To enroll, mail pages 1, 2, 4, and B to:  
San Francisco ERH Program  
11 Grove St., San Francisco, CA 94102

# Attachment C

## San Francisco Emergency Ride Home Program

### Program Rules and Restrictions

***NOTE: Only those trips that adhere to the following Program rules and restrictions are eligible for reimbursement.***

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#### 1. Eligible Employees

In order to be reimbursed, an employee must be a permanent part-time or full-time employee of a registered employer at a worksite in San Francisco. The employee must have used an alternative commute mode on the day ERH is used.

#### 2. Approved Alternative Commute Modes

Acceptable alternative commute modes include public transit (bus, train, ferry), vanpool, carpool (including Casual Carpool), bicycling, and walking.

#### 3. Trips that are Reimbursable Through ERH

- **Illness or crisis** of employee or immediate family member.
- **Employee is unexpectedly required to work late** (i.e. employee was not aware of the situation before the start of the workday). Supervisor authorization is required.
- **Carpool or vanpool ride is unavailable** due to unexpected changes in the driver's schedule or vehicle breakdown or mishap.
- **Bicycle problem**, including flat tire, mechanical failure, vandalism, theft, or unsafe bicycling conditions due to inclement weather.

#### 4. Eligible Trip Origins, Destinations and Stops

All trips must originate at worksites located in San Francisco, with the exception of vanpool/carpool vehicle breakdown on the way to work. The employee can be dropped off at home, a transit stop, or the location of their parked car (e.g. park-and-ride lot, carpool partner's home, etc.) Emergency-related side trips on the way home are permitted, including picking up a sick child at school or daycare, filling a prescription at a pharmacy, or stopping at an ATM for cash to pay the taxi driver.

#### 5. Trips which are not Reimbursable through ERH

- Personal errands or pre-planned medical appointments.
- Medical emergencies (i.e. when an ambulance is needed).
- Business-related travel.
- Working late 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, terrorist attack, demonstration, etc.)
- 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 home.

## 6. Transit First Requirement

Participants must use transit for all or part of the trip whenever possible (for example, if the employee can 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, rental car, or car share vendor 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.

## 7. Paying for the Ride

When an employee needs a ride, either the employee will pay the cost of the ride, to be reimbursed by their employer, or the employer will provide the employee with funds to pay for the ride. Employers may wish to establish a petty cash fund to provide readily available funds for rides. If employees must pay and they do not have adequate funds on hand, the Program permits them to stop at an ATM machine during the course of their ride. In addition, most taxis accept credit cards.

## 8. Reimbursable Costs

The Program will reimburse for one-way taxi fare, a 24-hour car rental period, up to 24-hours and 200-miles of car share usage, and/or public transit fare. Employees or employers are responsible for the taxi gratuity and fuel for the rental car (the Program will not reimburse for these costs).

The following limits apply:

- Employees can be reimbursed for up to **four (4)** ERH trips per fiscal year (July 1 to June 30).
- Trips will be reimbursed up to a **\$200 maximum** per trip, unless a lower maximum amount applies as stated in this Attachment C.
- Each employer will have an allowance of **\$700 per fiscal year** (July 1 to June 30) for full reimbursement of valid employee trips. After this limit is reached, the Program will reimburse employers for 50% of the cost of each valid trip.
- The maximum total amount the Program will reimburse any employer is \$2,000 per fiscal year.

The Program will not pay for any penalties or fees incurred through use/misuse of car share or rental car vehicles, charges beyond a 24-hour period for car share or rental cars, more than 200 miles of car share vehicle usage, or car share monthly membership fees. See additional rental car and car share restrictions below.

## 9. Rental Cars

Employees are encouraged to utilize a rental car for trips of 20 miles or more (it is more cost-effective than taking a taxi). Employees should not use a rental car if they are experiencing illness, emotional distress, or exhaustion, or are not able to return the car the next day (charges beyond 24-hours will not be reimbursed). The ERH Program will reimburse up to \$60 for 24-hour period plus insurance. Note that Enterprise Rent-A-Car provides vehicle drop off and pick up service to any location in San Francisco. Employees must present a valid driver's license and credit card when renting a vehicle. The Program **DOES NOT** reimburse for gasoline expenses.

## 10. Car share

The employee must be a valid, registered member of a car share vendor prior to the day an ERH trip is needed. This can be through either individual membership or the employer's business membership (individual employees must still be registered). The employee must make the reservation directly through a car share vendor's reservation system. Employees should not use a car share if they are experiencing illness, emotional distress, or exhaustion, are not able

to return the car within 24 hours, or need to travel more than 200 miles (charges beyond 24-hours and 200 miles will not be reimbursed).

## **11. Reimbursement**

Trips that meet all of the above requirements will be considered Eligible Reimbursements. For each trip to be reimbursed, the employer must submit a completed Reimbursement Request form (Attachment D), follow-up questionnaire (Attachment E), and valid receipt. For car sharing, participants must provide a copy of the invoice with the trip charges identified. For public transit, no receipt is required, but the Reimbursement Request must indicate the service used, the trip origin and destination, and total fare. All Reimbursement Requests must be submitted within 60 days of the date of the trip.

Payments are typically processed by the Program once a month on a regular schedule. Most payments will be issued to employers within 6 to 8 weeks from the time Reimbursement Requests are received by the Program administrator. Payments are made via check sent through the U.S. mail.

# Attachment D



## San Francisco Emergency Ride Home Program Reimbursement Request Form

Please complete this form and attach original receipts. Must be received within 60 days from date of trip.

Employer/Company Name \_\_\_\_\_

ERH Coordinator \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Employee Name \_\_\_\_\_ Date of Ride \_\_\_\_\_

Employee Phone \_\_\_\_\_ Employee Email \_\_\_\_\_

Employee Mailing Address: \_\_\_\_\_

Reimbursement Made Payable To:  Employer: \_\_\_\_\_ OR  Employee: \_\_\_\_\_

Reason for Emergency Ride Home:

- |   |  |
|---|--|
| <input type="checkbox"/> Personal Illness/Crisis      | <input type="checkbox"/> Carpool/Vanpool Problem |
| <input type="checkbox"/> Family Member Illness/Crisis | <input type="checkbox"/> Bicycle Problem         |
| <input type="checkbox"/> Unscheduled Overtime         | <input type="checkbox"/> Other (explain): _____  |

Starting/Pick-Up Address: \_\_\_\_\_

Destination/Drop-Off Address: \_\_\_\_\_

Did the trip include going to any locations other than home?  Yes  No

If Yes, Where? \_\_\_\_\_

Type of ERH Ride Taken and Cost to be Reimbursed (attach receipts):

- |   |          |
|---|----------|
| <input type="checkbox"/> Taxi (meter fare only; tip not included) | \$ _____ |
| <input type="checkbox"/> Rental Car (gas not included)            | \$ _____ |
| <input type="checkbox"/> Car share vendor                         | \$ _____ |
| <input type="checkbox"/> Transit (indicate service used: _____)   | \$ _____ |

TOTAL COST: \$

How the Employee Got to Work on the Day ERH Was Used:

- |                                   |                                |                                  |                                  |
|-----------------------------------|--------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> BART     | <input type="checkbox"/> Bus   | <input type="checkbox"/> Carpool | <input type="checkbox"/> Bicycle |
| <input type="checkbox"/> Caltrain | <input type="checkbox"/> Ferry | <input type="checkbox"/> Vanpool | <input type="checkbox"/> Walk    |

_____ <i>Employee Signature</i>	_____ <i>ERH Coordinator Signature</i>
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Mail completed Reimbursement Requests to:  
**San Francisco ERH Program**  
11 Grove St., San Francisco, CA 94102

# Attachment E

## San Francisco ERH Program

### Ride Follow-Up Questionnaire

*To be completed by employee following a ride. Submit with reimbursement request form.*

Employee Name \_\_\_\_\_ Date of Ride \_\_\_\_\_

Employer/Company \_\_\_\_\_

1. About how often do you use an alternative transportation mode (BART, bus, ferry, vanpool, carpool, bicycle, etc.) for your commute to work?

- |  |   |
|--|---|
| <input type="checkbox"/> 5 or more days a week | <input type="checkbox"/> 2 days a week          |
| <input type="checkbox"/> 4 days a week         | <input type="checkbox"/> 1 day a week           |
| <input type="checkbox"/> 3 days a week         | <input type="checkbox"/> Less than 1 day a week |

2. Did you use an alternative mode for your commute to work PRIOR to your employer joining the San Francisco Emergency Ride Home Program?

- No       Yes → (Skip to Question 3)

↓  
If *No*, how important was the Emergency Ride Home Program in your decision to BEGIN using an alternative transportation mode for your commute to work?

- Very important. (It was the main reason for my switch.)  
 Important. (It was an important part of my decision.)  
 Somewhat Important. (It had some influence.)  
 Not Important. (I began using alternative modes for other reasons.)

3. Does having an emergency ride home available when you need it encourage you to use alternative modes MORE OFTEN than you would otherwise?

- No       Yes → How much more often? \_\_\_\_\_ days per month

4. If the Emergency Ride Home Program were not available, would you... (*check one*)

- Discontinue using alternative modes and go back to driving your car.  
 Continue using alternative modes, but less frequently than before.  
 Continue using alternative modes at the same frequency as before.

5. What is your home zip code? \_\_\_\_\_

***Thank You!***