# CITY OF AURORA, ILLINOIS REQUEST FOR PROPOSAL 23-21

# **Senior Transportation Program**

# On the Go, A Division of Charitable Adult Rides and Services, Proposal

### **Table of Contents**

- 1. Proposal Form (Appendix D) separate sealed envelope
- 2. Transmittal Letter
- 3. Proposal Response, Section 2
- 4. Proposer's Certification
- 5. Proposer's Tax Certification
- 6. Proof of Insurance
- 7. Conflict of Interest Disclosure Form (Appendix E)
- 8. Signed Agreement (Appendix F)
- 9. Key Personnel resumes
- 10. Transportation Provider Agreement



March 13, 2023

Jolene Coulter
Director of Purchasing
City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Il 60507

Dear Ms. Coulter,

On behalf of On the Go, a division of Charitable Adult Rides and Services, I am pleased to submit the enclosed grant application in response to the City of Aurora, IL Request for Proposal 23-21: Senior Transportation Program.

On the Go is committed to improving the lives of older adults with comprehensive transportation solutions that increase mobility, independence, social connection, and access to essential services.

Using On the Go's senior transportation call center; transportation scheduling, dispatch, and monitoring software; and longstanding partnership and API integrations with Lyft and Uber, we are proud to be able to provide seniors in Aurora with the private rides they need to improve health outcomes and reduce social isolation.

The enclosed application details our qualifications to provide high-quality and cost-effective transportation services for eligible seniors in the City of Aurora.

The point of contact for the City of Aurora's Request for Proposal 23-21: Senior Transportation Program:

Maureen Glaser, Program Manager On the Go 4669 Murphy Canton Rd., Ste. 200 San Diego, CA 92123 Maureen@otgrides.org (858) 300-2955

Thank you for your consideration of our application.

In partnership,

**Howard Pearl** 

CEO, Charitable Adult Rides & Services

# CITY OF AURORA, ILLINOIS REQUEST FOR PROPOSAL 23-21

#### **Senior Transportation Program**

#### **Proposal Response**

## 1. Transmittal Letter.

See Attached.

#### 2. Project Understanding.

On the Go, a division of Charitable Adult Rides and Services (OTG), will meet the program objectives to provide efficient transportation services for identified eligible seniors (standard transportation) and/or seniors with disabilities that require accessible transportation, who reside within the city limits to a destination within 20-miles of the pick-up location. OTG service will be curb-to-curb, demand-responsive or advanced reservation, and private (with a caregiver rider option) service that is made available to approved program participants based on the City of Aurora's eligibility requirements.

OTG scheduled service will be seven days a week, 7:00 AM - 11:00 PM CST. The service will be available to eligible seniors who require accessible transportation. Upon request, transportation provider drivers shall assist such passengers into and out of the vehicle and shall assist in carrying their parcels or personal effects in and out of the vehicle.

#### Additional services will include:

- Dedicated ride scheduling and dispatching call center with trained, culturally responsive, multilingual staff who can schedule rides for ethnically, racially, and linguistically diverse older adults.
- Call center agent will provide an outgoing courtesy call to program participants when the rideshare driver is en route to pick-up location for each ride segment scheduled.
- Eligible seniors will identify if they require accessible transportation at the time of enrollment and will have access to wheelchair, door-thru-door rides when ride scheduling/calling.
- Ride estimated time of arrival notifications/reminders via live On the Go agent calls and rideshare texts to riders.
- Offer ride scheduling and call center service seven days a week from 7:00 AM 11:00 PM CST.
- Live ride monitoring of each rideshare ride segment scheduled. Destination confirmation is visible and monitored in the On the Go software confirming a completed ride to the requested destination address.
- Curb to curb pick-up and drop-off by rideshare providers.
- All rides are personal/private rides.
- Caregiver/additional passengers ride at no additional charge.
- On the Go has longstanding partnerships with UberHealth and Lyft. Since 2020, all of On the Go's 35,000+
  rides have been completed by Lyft or Uber using direct API integration. On the Go was an earlier adopter of
  both Lyft and Uber's desktop platforms providing operational feedback that was utilized in platform
  improvements.
- Capability to track individual rider allowance via ride count, dollar, and/or mileage limits. Capability to be on demand-responsive or pre-schedule ride subscriptions for appointments.

- Capability to track required data metrics and provide monthly rider/program reports to identify and leverage ride patterns to ensure full-service and fulfilling ride experiences for program participants.
- Financial capability to establish and maintain service during the contracting period with capability to establish master budget for the program to ensure no budget overages.
- OTG is a non-profit organization serving non-profits and government organizations. OTG is uniquely
  experienced in providing transportation solutions for vulnerable populations. OTG's entire business model
  is based on an interest and ability to provide quality service to eligible seniors and adults with cognitive
  differences with and without physical disabilities.
- Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand using proprietary ride scheduling, dispatching, monitoring software.
- Ability to maintain records of trips, passengers, miles, destinations, and trip purpose for each ride.
- OTG holds insurance that meets the minimum requirements for vehicle and general liability insurance.
   (Certificate of Insurance attached). Upon execution of a contract with the City of Aurora, OTG will add additional insurance coverage to bring the excess/umbrella liability coverage to meet the City of Aurora's minimum requirements.
- Willingness to comply with Federal and State requirements concerning equal employment opportunities, discrimination, disadvantaged business, and drug and alcohol testing.
- Upon execution of a contract with the City of Aurora, OTG will work to identify a high-quality transportation provider subcontractor who maintains a centralized office with agreed upon staff hours and operates a dedicated radio communication system between the dispatch office and drivers.
- OTG has been providing on-demand, scheduled, or reservation-based services via its regional program for
  fourteen years. In 2020, growing upon our previous experience, OTG launched and began providing ondemand, scheduled, and reservation-based services for non-profit and government organizations across
  the country. OTG owns a proprietary, well-vetted database software that tracks ridership, ride destination
  and revenue activity and other data and provides robust reporting for such data which can be used for
  current and historical purposes allowing the City to view data, enter participants, and see live updates.
- OTG will schedule, facilitate, and monitor rideshare rides using Lyft and UberHealth immediately upon
  execution of contract. Following contract execution, OTG will work to identify a high-quality transportation
  provider subcontractor to provide wheelchair-accessible rides.

#### 3. Specific Service Requirements.

- 1.0 <u>Contract Period</u>. OTG is prepared to provide service for the initial contract period for eight months commencing May 1, 2023, through December 31, 2023.
- 1.1 <u>Program Parameters.</u> OTG will provide each eligible, approved, referred program participant age 60 and over with or without a disability the following: Up to six (6) one-way rides per month, per client (Could total 3 roundtrip rides.); Rider can use rides until rides are used up monthly (if rider exceeds rides but in need of return ride home authorization is needed by staff at City of Aurora).
- 1.2 Service Area. OTG will meet the following service area requirements: Service for eligible seniors with and without disabilities shall be provided with a pick-up (or drop-off for return trips) within the boundaries of the City of Aurora to a destination within a 20-mile radius of the pick-up location. Beyond the 20-mile radius, authorization is required by the staff at City of Aurora. Anticipated Service Area (but not limited to): DuPage, Kane, Kendall, and Will Counties. Caregiver (extra passenger) ride free.

- 1.3 Ride Destination Eligibility. OTG will meet the following ride destination eligibility requirements and report on these ride purposes each month: Medical, Nutrition, Employment, or Wellness/Recreation.
- 1.4 <u>Private Ride</u>. OTG will meet these Private Ride requirements: The service will be provided on a private/personal ride basis. This means that while vehicles are being routed to pick-up or drop-off passengers they cannot be merged with other passenger's origins or destinations.
- 1.5 Service Standards. OTG will meet the service goals established by The City as follows:
  - 1.5.1 The passenger pick-up window will be less than 20 minutes from the time set between the passenger and dispatch. The City should be advised when there are problems meeting the passenger response time requirement.
  - 1.5.2 Transportation provider drivers will, upon request, assist in loading and unloading of seniors with and without disabilities and assist in carrying their parcels or personal effects in and out of the vehicle. Rideshare drivers will, upon request, assist in folding and storing mobility aids.

#### 1.6 Hours of Service.

The shared-ride service is anticipated to operate under the following schedule:

Monday	7:00 AM	to	11:00 PM
Tuesday	7:00 AM	to	11:00 PM
Wednesday	7:00 AM	to	11:00 PM
Thursday	7:00 AM	to	11:00 PM
Friday	7:00 AM	to	11:00 PM
Saturday	7:00 AM	to	11:00 PM
Sunday	7:00 AM	to	11:00 PM

- 2.0 <u>Data Tracking</u>. OTG will provide software to track trips, rides, ride destinations, revenue and agreed upon data metrics. OTG will track ride availability and ensure participants remain within their monthly ride allowance. OTG will seek authorization from City of Aurora for any rider exceeding monthly ride or mileage allowance or unexpected/urgent requests.
- 2.1 Reporting. OTG will provide City of Aurora with monthly reports of all requested data metrics.
- 2.2 <u>Dispatching</u>. OTG shall be responsible for dispatching vehicles. Request for service may be made upon demand or up to 30 days in advance. All radio communications must be compliant with FCC "narrow banding" requirements. Upon execution of a contract with the City of Aurora, OTG will work to update its existing telephony system to include caller access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system will be compliant with the ADA regulations.
- 2.3 Contracted Personnel Selection and Training.
  - 2.3.1 Personnel providing required services will be employees of OTG. OTG shall be responsible for their hiring and training.

- 2.3.2 OTG will maintain up-to-date personnel records for its employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records will also show the date and type of individual training received.
- 2.3.3 The City shall have access to the OTG 's personnel records upon reasonable notice to the OTG.
- 2.3.4 OTG will comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Part 655. A drug and alcoholtesting program that includes up-to-date record keeping and monitoring of employees will be in place on the effective date of the contract.
- 2.3.5 OTG shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheelchair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities), etc.
- 2.4 Invoices. Invoices will be submitted for payment to the City of Aurora monthly.
- 2.5 <u>Driver's Logs</u>. Transportation Provider drivers or OTG will maintain daily passenger and/or vehicle trip logs which shall include, but are not limited to, the following information:
  - Driver name and vehicle number and/or vehicle type;
  - Total daily passenger counts;
  - Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
  - If driver logs do not record actual hours, either change driver log and/or procedures or provide additional documentation such as detailed timesheets that accurately reflect actual hours of service:
  - Ride destination;
  - Total number of passengers categorized by fare type and payment method. These
    amounts are totaled as the daily revenue by transportation or rideshare provider;
  - The daily mileage will be recorded to the nearest mile; and
  - Upon execution of a contract with the City of Aurora, OTG will work to identify a delivery service to provide requested deliveries and ensure package delivery revenues collected.
- 2.6 <u>Dispatcher Records</u>. Dispatcher/Telephony logs are to be maintained daily. These logs shall include, but are limited to, the following information:
  - The name, address and telephone of the user requesting service;
  - The passenger destination and the requested arrival time at the destination;
  - Unique Trip Identification number of the rideshare vehicle fulfilling the ride request; and
  - Estimated passenger pick-up time.
- 2.7 <u>Drug and Alcohol Testing Program Records</u>. OTG shall maintain up-to-date information and records

documenting the drug and alcohol testing program.

#### 2.8 Complaints

- 2.8.1 OTG shall receive all complaints regarding the service and record them on a form satisfactory to the City. Complaint records for the current year shall be available for inspection by the City upon demand.
- 2.8.2 OTG shall investigate and resolve each complaint within five (5) working days. When the Complaint is resolved, the OTG shall submit a completed, written copy of the complaint form to the City and to the person filing the complaint.
- 2.8.3 Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the City.

#### 4. Background and Experience

#### a. Proposer Identification.

Charitable Adult Rides & Services (CARS), 4669 Murphy Canyon Road, Ste. 200, San Diego, CA 92123, (855) 725-7433, rides@otgrides.org.

#### b. Proposer's Legal Status.

CARS is a 501(c)(3) organization, tax ID: 27-4327126

#### c. Chief Executive or Administrator of the Organization.

Howard A. Pearl, CEO, CARS, 4669 Murphy Canyon Rd., Ste. 200, San Diego, CA 92123, (858) 300-2904, hp@careasy.org.

#### d. Proposer's Authorized Representative.

Maureen Glaser, Program Manager, On the Go, 4669 Murphy Canyon Rd., Ste. 200, San Diego, CA 92123, (858) 725-7433, maureen@otgrides.org

### e. Proposer's Business Function.

On the Go partners with government agencies, nonprofits, and municipalities across the U.S. to provide safe, reliable, cost-effective rides for people with mobility challenges, including older adults and people with disabilities. OTG delivers comprehensive, high-quality, person-centered ride scheduling, dispatching, and monitoring solutions.

#### f. Service Background.

To address the transportation needs of older adults in Aurora, On the Go will provide affordable, safe, and flexible transportation solutions, a comprehensive ride scheduling, dispatch platform and call center service. The On the Go platform removes barriers faced by vulnerable populations, such as older adults and those with disabilities, by making it easy to schedule and monitor rides on-demand or in the future. On the Go's compassionate call center staff are available to schedule rides for clients 7-days a week. Rides can be scheduled through a desktop platform or via telephone for rideshare rides and/or contract drivers. On the Go offers riders a dependable person-centered experience with rides customized to suit their unique needs.

More than a ride scheduling and dispatch platform, On the Go recognizes that transportation is a social determinant of health that can affect access to healthcare, social services, nutrition, and social connection with family and friends. Access to flexible transportation solutions enables vulnerable individuals to improve their health, functioning, and quality-of-life. On the Go call center staff are trained to use trauma-informed, emotionally intelligent best practices when interacting with vulnerable populations.

On the Go provides organizations an end-to-end solution comprised of a call center with highly trained staff and proprietary ride scheduling, dispatch and reporting software, ride monitoring, and staff available to handle escalations. For organizations with limited staff and resources, On the Go is a cost-effective model delivering an exceptional client experience.

On the Go provides organizations the following program coordination services: uploading approved riders into the ride scheduling platform and adding customizable data fields for reporting purposes; coordinating with partner organization staff to establish program parameters, rider eligibilities and enrollment procedures; putting in place best practice protocols for canceled rides and on-the-ground coordination when riders require additional support; training partner staff on use of online scheduling and reporting software ,and client and trip templates used for bulk uploads. On the Go also provides organizations with training manuals and videos.

Current On the Go partners are spread across the country and include several area agencies on aging: Senior Age Area Agency on Aging, Northern Arizona Council of Governments, County of San Diego Health & Human Service Agency, and Aging Ahead Area Agency on Aging.

OTG has extensive experience offering, low-cost transportation options to meet the specific needs of older adults. For the last 14 years, OTG has operated a regional program in San Diego completing upwards of 500,000 unique rides. CARS launched the OTG national program in 2020 and currently serves more than 2,500 unduplicated riders in the Mid Atlantic, Midwest, Southeast, and Southwest regions of the United States. OTG currently provides rideshare and Nonemergency medical transportation (NEMT) provider ride scheduling and dispatch services for our partner organizations.

#### g. References.

Agency	Address	Contact Person	Phone Number
(1) Senior Age, Area Agency on Aging	1735 S. Fort Avenue Springfield, MO 65807	Liz McClelland, CEO	417-862-0762
(2) County of San Diego Health and Human Services Agency	_ ·	Andrea Lara, Administrative Analyst, II	858-761-4999
(3) Jewish Family Services of Greater Kansas City	5801 W. 115 <sup>th</sup> St., Ste. 103, Overland Park, KS 66211	Rachel Ohlhausen, Director Program Operations	913-730-1443

#### h. Key Personnel.

Below is a synopsis of On the Go's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation. Resumes of key individuals are attached to this proposal. The City will receive notice and request for approval of the replacement of any key personnel listed below.

Name and Title	Role and Responsibility	Qualifications
Shana Hazan, MSEd., Senior Director, OTG	Will provide contract and goal monitoring, program budget oversight, address programmatic challenges, and give direction for meeting stated program goals and objectives.	Former Chief Philanthropy Officer at Jewish Family Service of San Diego, a large nonprofit health and human service agency; successful fundraiser and program developer.
Mark Clauson, Chief Technology Officer, CARS	Will oversee operational technology including software platform, telephony, call center management, operations oversight, reporting, and data analysis.	Three decades of experience in automotive-related industries. Supervisory, managerial, and call center related operations experience including a nationwide, high-touch call center handling nearly one million calls a year.
Joseph Georges, Vice President, Accounting and Admin Services, CARS	Will oversee the finance and accounting operations of the program while ensuring that all financial reporting, planning and analysis, internal controls, financial policy development, and budgeting follow all required fiscal policies. Will also provide guidance and oversight to the Transportation Provider Network Manager.	Over 40 years of accounting experience including 25 years in public accounting and the last 12 years as the head of the CARS Accounting/ Finance Department.
Maureen Glaser, Program Manager, OTG	Will provide operations fulfillment ensuring all outreach, enrollment, participant, ride, driver and vehicle requirements are met.	Currently over sees all operations for On the Go. Coordinated Jewish Family Service of San Diego's regional rideshare program for older adults and piloted a meal delivery initiative with Lyft during COVID-19.
Faris Al Abed, Business Intelligence Analyst, OTG	Provides in-depth analysis of ride, rider, and call center metrics month over month, year over year. This data is used to infer trends and recommend program adjustments throughout its lifecycle.	Five years of experience in data analysis and visualization.
Call Center Agents, OTG	Highly trained transportation service representatives to interact with riders, transportation providers and drivers via incoming, and outbound calls and email using excellent customer service. Agents schedule, dispatch rides with the highest level of accuracy, monitor active rides, and provide driver directions as needed.	Previous customer service experience, excellent phone etiquette, appropriate computer skills. Problem solving and listening skills.

#### i. Employees

- i. How many full-time employees are currently on staff; On the Go currently employs five (5) full time administrative/leadership employees and fifteen (15) call center employees, and utilizes CARS Accounting, Marketing, and Business Development support staff in a part-time capacity.
- ii. How many part-time employees are currently on staff; Zero. All On the Go staff are currently full time employees.
- iii. The minimum hiring criteria for drivers and how compliance is checked. On the Go vendors, Lyft and UberHealth, require all drivers to meet minimum driver, vehicle, driver history, background check, DMV check, drivers licensure, insurance and community safety education program completion requirements. Full requirements can be seen at the following websites:

Lyft driver requirements:

https://www.lyft.com/driver/cities/chicago-il/driver-application-requirements

Uber driver requirements:

https://www.uber.com/us/en/drive/requirements/

#### j. Drug and Alcohol Testing.

- i. Comply with the following federal substance abuse regulations as required by:
- A. Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".
- B. U.S. DOT Regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

OTG will comply with the federal substance abuse regulations stated above.

ii. Does the Proposer currently have a Drug and Alcohol testing program that complies with FTA requirements?

Yes No

Currently, On the Go does not employ drivers, and drug and alcohol testing are not a requirement for our call center and administrative staff in accordance with CARS policies. Below is our drug and alcohol policy from our employee manual.

#### DRUG AND ALCOHOL ABUSE

Charitable Adult Rides & Services, Inc. is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Organization. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Organization to the risks of property loss or

damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Organization.

The following rules and standards of conduct apply to all employees either on Organization property or during the workday (including meals and rest periods). Behavior that violates Organization policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
  - Driving an Organization vehicle while under the influence of alcohol; and
  - Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. Charitable Adult Rides & Services also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Charitable Adult Rides & Services, Inc. Reserves the right to conduct searches of Organization property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Organization property will not be tolerated because such conduct, even though off duty, reflects adversely on Charitable Adult Rides & Services, Inc. In addition, the Organization must keep people who sell or possess controlled substances off Organization premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or wellbeing of others, must notify a supervisor of such use immediately before starting or resuming work.

Charitable Adult Rides & Services, Inc. will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Organization is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Organization obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency.

Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Organization's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

#### k. Training.

#### i. Driver training program

All transportation providers contracted with OTG contractually agree to the following driver training, duties and responsibilities to ensure transportation provider compliance with all contract requirements:

- Wheelchair Accessible Vehicles are motorized vehicles equipped specifically with certified wheelchair lifts
  or other equipment designed to allow persons in wheelchairs or other mobility devices to safely enter a
  vehicle and secure their wheelchair or device for transportation, in accordance with national safety
  standards.
- The transportation provider will ensure the availability of safe, dependable vehicles with compatibility for wheelchairs and other mobility devices when requested. The transportation provider may utilize vehicles that meet wheelchair accessibility standards and the OTG Rider's mobility needs.
- Transportation Provider will provide all requested vehicle data and inspection results to include year, make, model, color, VIN, number of seats, license plate, proof of vehicle registration and insurance (plus policy information).
- Pursuant to applicable laws, transportation provider will ensure all Drivers who will have direct, in-person contact with OTG Riders shall undergo a criminal background check.
- Transportation provider will monitor the criminal and driving records of transportation provider's drivers
  every six months. Transportation provider will conduct background checks for traffic violations, DUIs, atfault accidents, and reckless driving offenses. Transportation provider will require fingerprint checks
  against the FBI database, and a criminal background check against national criminal, global watch, and sex
  offender databases. Transportation provider will ensure drivers do not have any of the following: more
  than two driving under the influence or failure to appear in the past five years; any at-fault hit and run
  accident in the past five years; more than three at-fault accidents in the past five years; or more than two
  reckless driving offenses in the past five years.

A full copy of the CARS On the Go Transportation Provider Agreement has been include with our proposal.

ii. OTG's corporate policies on the personal use of communications equipment includes several communication regulations for its employees.

Below are excerpts from CARS' employee manual detailing regulations on the personal use of communications equipment:

- Anti-Harassment Policy which prohibits employee conduct that is disrespectful, unprofessional or harassment based in communications via electronic media of any type that includes any conduct that is prohibited by state and/or federal las, or by CARS policy.
- Writing, sending, or reading text-based communication—including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications—on a wireless device or cell phone while driving is also prohibited under this policy.
- All existing Organization policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Organization assets or resources. It is a violation of Charitable Adult Rides & Services, Inc. policy to use computers, electronic

- communications, electronic information, or the Internet, in a manner that is discriminatory harassing or
  obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is
  against Charitable Adult Rides & Services, Inc. policy. It is also a violation of policy to use computers,
  electronic communications, electronic information, or the Internet to communicate confidential or
  sensitive information or trade secrets.
- The display of any kind of sexually explicit multimedia content, message, or document on any Organization computer is a violation of the Organization's policy against harassment.
- This description of prohibited usage is not exhaustive, and it is within the discretion of Charitable Adult Rides & Services, Inc. to determine if there has been a violation of this policy. Employees who engage in prohibited use will be subject to discipline and/or immediate termination.
- This Electronic and Social Media policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

iii. Describe dispatcher training which will be provided to ensure contract compliance. All CARS OTG call center agents undergo four days of training before being added to the On the Go call queue. An outline of the training is as follows:

- Day 1: Introduction to On the Go program. Introduction to leadership and a high-level overview of the On the Go program. Present each existing partner and explain program parameters. Agent completes Debarment and False Claims training.
- Day 2: Software and telephony training. Agent completes practice rides in training instance of software.
- Day 3: Software review. Emotional intelligence and HIPPA compliance training. Agent begins shadowing agents in call queue.
- Day 4: Agent shadows both inbound and outbound calls in call queue.
- Day 5: Agent is added to call queue with supervision.

iv. Attach a copy of the corporate/contract training plan if one is available. On the Go's training manual is available upon request but is not included in our submission due to its contents containing proprietary and confidential information.

#### I. Vehicle and Fleet Management Capabilities.

i. OTG 's computer equipment, functions and capabilities, and hardware and software pertaining to the services required in this RFP (e.g., transit software, scheduling, billing, payroll, etc.) are as follows:

Riders can schedule their rides Monday - Sunday, 7:00 AM CST to 11:00 PM CST by simply calling the OTG call center. The OTG call center is staffed by a culturally sensitive and bilingual team who are trained on culturally-responsive solutions; if agents do not have the linguistic capacity to communicate with a client, they utilize Language Line Solutions for instant access to a live professional interpreter. OTG utilizes a proprietary software platform, which is a comprehensive passenger transportation software suite that is HIPAA HiTech compliant and built specifically for Non-Emergency Medical Transportation (NEMT). Call center agents are trained on how to enter information into the software, conduct intake and collect information about riders.

When arranging for a ride, call center agents will confirm if the participant is requesting a one-way or round-trip ride, and documents in the software each leg of the ride as a one-way ride. Each rider is entitled to receive six one-way rides per month. When scheduling a ride, the call center agent will inform the rider of the number of rides they have remaining for the month to use; these details are automatically tracked by the software. This will help all

parties monitor ride usage and ensure riders are not going over the six one-way monthly ride limit. OTG software will track all requested and scheduled rides per rider to ensure the maximum 20 miles per trip leg is not exceeded. OTG software will track the overall dollar budget of the pilot program to ensure all ride and call center expenses are being recorded and tracked against the predetermined budget. Additional rides may be made available depending on usage and resources, in coordination with driver availability and the City of Aurora, on a month-bymonth basis.

OTG software's direct integration with Lyft and UberHealth enables all fares and fees populating directly in OTG software. Invoices, ride detail and call data are generated within the software.

OTG software has a notable low no show rate amongst its riders due to the ability to customize each rider profile and trip scheduled with specific saved locations.

#### ii. OTG's present dispatching and vehicle control procedures are as follows:

- (a) Number of Dispatchers during peak periods: Call center agent shifts overlap to ensure coverage during peak times. At any given time, there may be as many as ten (10) agents fielding calls.
- (b) Hours of Call-Taking Operations (Monday-Sunday): 7:00 AM CST 11:00 PM CST
- (c) Number of Telephone Lines: City of Aurora will have a dedicated toll-free number which can ring simultaneously to any available agents.
- (d) Number of one-way trips, exclusive of school trips, scheduled on an average weekday: 250.

#### m. Fleet Description.

Not applicable, OTG does not currently own or operate a fleet of vehicles for this purpose.

#### n. Fleet Maintenance Program.

Not applicable.

# o. <u>Record-Keeping.</u> Briefly describe the OTG 's record-keeping capabilities (if not already noted elsewhere in this proposal):

OTG maintains records for each participant, which includes any alternative contact that the participant wishes to list. Caregivers are ineligible to schedule rides for their own personal use or while not accompanying the enrolled, eligible rider. Additionally, our system will track rider and rider eligibility monthly to ensure that the maximum number of rides is not exceeded.

OTG will keep a record of all services for this program and submit monthly ride and call detail containing all required information that is collected and maintained in the rider's files in our OTG software. Information to be gathered will include: participant name, participant DOB, trip date, pick up time request from origin destination for each leg of the trip, trip origin and destination addresses, total mileage for each trip, need for door-to-door service, stated purpose for trip, and costs associated with the ride.

OTG protects the privacy and security of certain types of client information that we may receive, access or transmit,

such as Protected Health Information (PHI), as defined under HIPAA Personal Information (PI) as defined in the California Information Practices Act Personally Identifiable Information (PII), as defined in the Information Exchange Agreement between the State of California and the Social Security Administration. OTG, however, is compelled by law to release information under any of the following circumstances: based on a court order; in cases of suspected elder abuse, dependent adult abuse; or, when it appears that a client is contemplating or has committed a crime or harmful act to themselves or others.

OTG will keep a record of all services for this program and submit ride and call data detail on a monthly basis containing all required information that is collected and maintained in the rider's files in the OTG software system.

p. <u>Provide any additional information which the OTG believes may be relevant to the evaluation of the OTG 's qualifications.</u> On the Go currently partners with several Area Agencies on Aging and has extensive experience supporting low-income older adults with mobility challenges.

In describing On the Go's support of older adults in Northern Arizona, Kathy Kent, Client Services Manager for Northern Arizona Council of Governments, Aging Division said:

It takes a village to care for our older adults and your team is an integral part of that village. Our clients are comfortable reaching out to On the Go and they genuinely feel cared about. Most of these clients live alone and experience social isolation, so a warm friendly voice is so welcoming.

On the Go's highly trained dispatchers and longstanding relationships with Lyft and Uber gives On the Go a unique advantage. On the Go as we have both a thorough understanding of rideshare practices and a high level of respect from rideshare industry leaders. As evidenced in the following quote from Lyft about On the Go:

On the Go is committed to meeting the needs of their clients and community with integrity, and we are happy to be partners in their efforts to serve their community in this critical and important time. Lyft Vice President of Social Enterprise

#### 5. Cost Proposal

Proposal pricing has been included in a separate sealed envelope per RFP guidelines.

<u>6. References.</u> Provide references, including names, titles, addresses, and phone numbers from at least three (3) other firms, preferably municipal, for which the firm has performed similar services.

Agency	Address	Contact Person	Phone Number
(1) Senior Age, Area Agency on Aging	1735 S. Fort Avenue Springfield, MO 65807	Liz McClelland, CEO	417-862-0762
(2) County of San Diego	1600 Pacific Highway,	Andrea Lara,	858-761-4999
Health and Human	Room 206	Administrative Analyst,	
Services Agency	San Diego, CA 92101	ll ll	
(3) Jewish Family	5801 W. 115 <sup>th</sup> St., Ste.	Rachel Ohlhausen,	913-730-1443
Services of Greater	103, Overland Park, KS	Director Program	
Kansas City	66211	Operations	

#### PROPOSER'S CERTIFICATION

#### I/We hereby certify that:

- A. A complete set of RFP papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the State of Illinois Department of Labor.
- E I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January 1992.
- F. The Proposer is not barred from bidding on the Project or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME: Charitable Adult Rides and Services

ADDRESS: 4669 Murphy Canyon Rd., Ste. 200

CITY/STATE/ZIP CODE: San Diego, CA 92123

NAME OF CORPORATE/COMPANY OFFICIAL: Howard Pearl

TITLE: Chief Executive Officer

AUTHORIZED OFFICIAL SIGNATURE

TELEPHONE (858) 500 2902

Subscribed and Sworn to

Before me this \_\_\_\_\_day

of Market , 2023

**Notary Public** 

ALYSIA J. GOCO
Commission No. 2294187
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires July 18, 2023

STATE OF ILLINOIS		
)	SS	
County of Kane	)	

# PROPOSER'S TAX CERTIFICATION

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from bidding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this <u>loT/+</u> day of _	MARC 14, 2023.
Ву	(Signature of Proposer's Executing Officer) Howard Pearl
	(Print name of Proposer's Executing Officer)
	CEO (Title)
By Macet How Sepper	4
Subscribed and sworn to before me this	
ALYSIA J. GOCO Commission No. 2294187 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY	

Commission Expires July 18, 2023



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

lf th	SUBROGATION IS WAIVED, subject his certificate does not confer rights to	to the	ne te r cert	rms and conditions of th ificate holder in lieu of si	e polic uch end	y, certain po dorsement(s)	olicies may : 1.	require an endorsement	. A sta	tement on
PRO	DUCER				CONTAI NAME:	CT				
36	hur J. Gallagher Risk Management 55 Nobel Drive	Sen	rices	, LLC	PHONE (A/C, No	Ext); 858-481	1-8692	FAX (A/C, No):	858-481	-7953
	ite 450				ADDRE:	SS:			a constant	7
Sa	n Diego CA 92122							RDING COVERAGE		NAIC#
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	ireo aritable Adult Rides & Services. Inc			CHARADU-01	INSURE	RB: Berkshire	Hathaway I	Homestate Insurance Con	npany	20044
	69 Murphy Canyon Rd, Ste. 200	•			INSURE	Rc: Palomar	Excess and	Surplus Insurance Compa	iny_	
Sa	n Diego CA 92123				INSURE	RD:	67707			
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				NUMBER: 1937900430				REVISION NUMBER:		
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	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT	\$ 1,000.0	200
	(Mandatory In NH)	N/A						E.L. DISEASE - EA EMPLOYEE		
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Ç	Cyber Liability	i		PLMCBSPSKJOSNV		2/16/2023	2/16/2024	Limit/Ded		,000/\$5,000
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FO	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC R INFORMATIONAL PURPOSES	LES (A	CORD	101, Additional Remarks Schedul	le, may be	attached if more	space is require	ed)		
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	PROOF OF INSURANCE FOR INFORMATIONAL PI	JRP	OSE	s	SHO THE ACC	ULD ANY OF T	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
				Match Lang						

# CITY OF AURORA, ILLINOIS REQUEST FOR PROPSAL 23-21 Senior Transportation Program

# CONFLICT OF INTEREST DISCLOSURE

Initial the following statement:								
M6	The undersigned understands that they are a Proposer for the City of Aurora Senior Transportation Program and that the Program is funded with federal dollars under the Community Development Block Grant (CDBG) Program.							
Initial <b>one</b>	of the following statements:							
<u>M</u> 6  OR	The undersigned hereby certifies that they or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) do(es) NOT have any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official in the City of Aurora. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under federal conflict of interest regulations.  The undersigned DO(ES) have a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of the City of Aurora. Please note that the City of Aurora will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable federal regulations prior to entering into any agreement with you. Please list each such business or family tie:							
	NAME	POSITION	AFFILIATION WITH CITY					
		270.4						
Print your name, provide your signature, and date your certification below:								
Maureen Glaser Printed Name  Maureen Glaser Signature  Maureen Glaser Date								

# City of Aurora Agreement for Senior Transportation Program

THIS AGREEMENT, entered on this 15<sup>th</sup> day of March, 2023 ("Effective Date"), for the Senior Transportation Program is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and On the Go a department of Charitable Adult Rides & Services, a non-profit corporation ("Proposer"), located at 4669 Murphy Canyon Rd., Ste. 200, San Diego, CA 921223.

WHEREAS, the City issued a Request for Proposal ("RFP") on February 27, 2023 for Services to Facilitate the Senior Transportation Program; and

WHEREAS, the Proposer submitted a response to the PROPOSAL and represents that it is ready, willing and able to perform the Services specified in the PROPOSAL and herein as well as any additional services agreed to and described in the Agreement; and

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. <u>Agreement Documents.</u> The Agreement shall be deemed to include this document, Proposer's response to the PROPOSAL, to the extent it is consistent with the terms of the PROPOSAL, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

#### Request for Proposal 23-21

In connection with the PROPOSAL and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the PROPOSAL and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

- **Scope of Services.** Proposer shall perform the Services listed in the PROPOSAL, attached hereto as Exhibit 1.
- 3. Term. The contract shall be in place until the terms of the RFP have been met.

#### 4. Compensation.

a. Maximum Price. In accordance with the Proposer's negotiated cost, the price for providing the Services shall be as stated on the submitted proposal form Exhibit 2.

#### Agreement #23-21

b. Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Appendix D. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

#### 5. Performance of Services.

Standard of Performance. Proposer shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that the Proposer and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Proposer or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Proposer from the responsibilities set forth herein.

#### 6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

#### 7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Proposer acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

Agreement #23-21

- b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
- c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.
- d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

	FOR CITY OF AURORA		
ATTEST:	By:		
City Clerk	FORBy		
(SEAL)	(CORPORATI SUAL)		

Agreement #23-21

(If a Corporation) CORPORATE NAME: (	Charitable Adult Rides & Services
(SEAL) By	Howard Pearl, CEO
ATTEST:  Jamie Carr, Board of Directors Secretary	
(If a Co-Partnership)	
	Partners doing Business under the firm
	Contractor
(If an Individual)	(SEAL)
	(SEAL)

Contractor

# SHANA HAZAN

(312) 925-9093 | shana@hazanstrategies.com

#### **SUMMARY**

Strategic non-profit leader with proven results maximizing organizational impact and fueling strategic growth while building an extensive professional network in San Diego's non-profit, government, and corporate sectors.

Expertise includes: development and implementation of successful, outcomes-oriented fundraising strategies; design and management of innovative data-informed programs; leadership of collaborative, cross-functional teams and diverse stakeholder task forces; marketing, communications, public speaking, public relations; training and facilitation with small and large groups; development and implementation of strategically-aligned government relations agenda.

#### PROFESSIONAL EXPERIENCE

Charitable Adult Rides & Services (CARS) - San Diego, California

Senior Director, On the Go: September 2020 - Present

Guide the strategic development and growth of a transformative nonprofit social enterprise that provides safe, reliable, cost-effective rides to thousands of older adults and people with disabilities across the country.

Jewish Family Service - San Diego, California

Chief Philanthropy Officer: February 2017 - August 2020

Senior Director, Resource Development: July 2015 - January 2016

Used strengths-based leadership to supervise 13-person team and secure \$28 million in annual operating revenue from individual and institutional sources. Oversaw development of funder communications, grant writing, and special event production. Supervised government relations work.

- Secured \$26.5 Million lead gift for endowment campaign which has raised \$40 Million
- Grew institutional revenue by 140%, and Annual Campaign revenue by 25% over 5-year tenure
- Chaired Jewish Community Study Task Force by convening diverse organizational stakeholders; produced comprehensive report with recommendations for community demographic study and needs assessment, and designed RFP for study consultant.
- Lead collaborative advocacy effort that resulted in first-time state funding (\$3.6 Million) for low-income
   Holocaust survivors

Director, Institutional Giving, Public Policy, and Government Relations: August 2012-June 2015 Developed and implemented data-driven strategy for all government, corporate and foundation fundraising efforts, which resulted in over \$8.5 million in annual grants revenue

- Exceeded annual fundraising goals in FY13 and FY14, raising an additional \$685,00 and 562,000 in unbudgeted revenue in each year, respectively
- Secured 23 new grants over 3-year tenure based on targeted relationship-driven growth strategy
- Selected as one of four staff members (of 275) to serve on JFS Strategic Planning Team, which
  managed robust planning process and development of innovative 5-year strategic plan
- Designed and co-chaired first annual JFS Day of Learning for more than 250 staff

Supervisor, Youth Leadership Programs and Hunger Advocacy Network: June 2010-July 2012 Designed programs and managed evaluation, fundraising, and marketing for award-winning youth leadership and service learning programs, and innovative anti-hunger advocacy initiative

- JFS Youth Leadership Programs received recognition from Jim Joseph Foundation as national model for high-quality youth engagement program
- Developed new revenue sources through contracts with outside organizations to develop new programs, and implementation of fee-for-service model for JFS programs to ensure sustainability
- Designed and secured multi-year grant funding for nationally recognized Girls Give Back program

# SHANA HAZAN

# (312) 925-9093 | shana@hazanstrategies.com

- Increased schools represented in Hand Up Teen Leadership Program by 48%; number of applicants by 42%, and student service hours by 47% in two years
- Leveraged relationship with private foundation to secure multi-year grant of \$220k to establish Hunger Advocacy Network, which engaged 18 organizations in anti-hunger advocacy activities

#### PROFESSIONAL EXPERIENCE (CONTINUED)

# Jewish Family Service - San Diego, California Development Associate: January 2009 - May 2010

- Launched Emerging Leaders at JFS, a service and leadership-based affinity group, that engaged 40 young professionals who made first-time gifts totaling \$15,000 in initiative's first year
- Managed first annual Ruby Schulman Memorial Golf Tournament, which raised more than \$50,000

#### **Active Transportation Alliance**

# Project Management Consultant - San Diego, California: 2008-2009

- Developed web-based Walk Across Illinois Mileage Challenge program to encourage use of active transportation to and from school
- Supervised team of curriculum developers, website and graphic designers, evaluator, and inclusion specialist

#### Safe Routes to School (SRTS) Director - Chicago, Illinois: 2008

- Wrote and secured \$450,000 grant from U.S. Dept. of Education's Carol White Physical Education Program;
   and \$85,000 from private foundation for interdisciplinary afterschool program
- Managed Northeastern IL Walk and Bike to School Mini Grant Program by securing funding from corporate donors, designing marketing campaign, convening application scoring committee, and award distribution
- Served as Illinois Organizer for the SRTS National Partnership's State Network Project by developing and implementing policy agenda, and building relationships with stakeholders from fields of education, health, transportation and government
- Designed and coordinated successful grassroots lobbying campaign aimed at Illinois Department of Transportation, which included news coverage in the Chicago Tribune and Chicago Sun Times
- Managed Northeastern Illinois SRTS Task Force, consisting of 50+ stakeholders

# Walk Across Illinois School Fitness Program Manager - Chicago, Illinois: 2007-2008

- Designed, coordinated, implemented more than 15 teacher trainings at schools across Illinois
- Recruited over 40 schools to participate in the School Fitness Program.
- Wrote program report that was featured Lt. Governor Pat Quinn's 2007 Annual Report

#### Chicago Public Schools - Chicago, Illinois

Burnside Scholastic Academy - Fifth and Sixth Grade Teacher: 2006-2007 Galapagos Charter School - Third Grade Teacher: 2005-2006

#### **Dome Communications - Chicago, Illinois**

Account Coordinator, Consumer Products and Corporate Social Responsibility Group: 2002-2003

ABC News - London, England Assignment Desk Assistant: 2001

#### ABC News/World News Tonight - New York, New York

Intern, Northeast Bureau: 2000

#### Office of U.S. Senator Russell Feingold - Middleton, Wisconsin

Legislative Intern: 2000

# SHANA HAZAN

(312) 925-9093 | shana@hazanstrategies.com

#### PRESENTATIONS AND SPEAKING ENGAGEMENTS

- The Hive: Presenter, Creating A Culture of Philanthropy 2019
- Board Source: Finding Your Organizational Voice with Advocacy Webinar, Presenter 2018
- University of Wisconsin Department of Political Science, Keynote Speaker for Inaugural North Hall Lecture
   Series 2017
- Lawyers Club Leadership Retreat, Presenter on Non-profit Advocacy 2016
- AJFCA Conference, Presenter 2016
- Community Connection Forums, Moderator 2014 and 2015
- Outcomes, Evaluation, and Logic Model Presentation for JFS management staff 2014
- USD, Guest Lecturer on Government Relations and Advocacy March and September, 2013
- BoardNEXT, Panelist 2012 and 2013
- AJFCA Conference, Presenter 2012
- "One in Seven" Film Screenings, Moderator 2011
- "Facing Hunger" Legislative Summit, Moderator 2011
- California Service-Learning Institute Conference, Presenter 2011
- "Food Security in San Diego", Panelist 2009
- Illinois Safe Routes to School Conference, Presenter and Panel Moderator 2008
- Creative Living in the City Lecture Series: Understanding Safe Routes to School, Presenter 2008
- Illinois State Board of Education Wellness Conference, Presenter 2007

#### **VOLUNTEER ACTIVITIES AND AWARDS**

- University of Wisconsin Forward Under 40 award winner, January 2017
- Friends of Franklin Elementary School Foundation, Vice President: December 2016-Present
- SD Metro 40 Under 40 Award Winner 2016
- 78th Assembly District "Women of the Year" Awardee
- State of California First 5 Commission, Commissioner: 2016 Present
- City of San Diego Human Relations Commission, Commissioner: 2014 Present
- Friends of Franklin Foundation, Founding Board Member: 2015 Present
- Foothold Foundation, Board Member: 2015 2017
- CORE Educational Services, Board Member: 2011- Present
- Stanley E. Foster School of Engineering Innovation and Design, Board Member: 2008 2016
- Women Give San Diego, Advocacy Leadership Team Chair: 2010 2013
- City of San Diego Human Relations Commission, Annual Community Leader Commendation: 2012
- Run Women Run, Marketing Committee Chair and Executive Board Member: 2009 2011
- Young Nonprofit Professionals Network, Board Member, 2010 2011
- San Diego News Network, 35 Under 35 Community Leaders Award: 2010
- Coalition to Lower Obesity in Chicago Children, Schools Working Group: 2007 2008
- Working in the Schools, Junior Board and Saturday Tutor Program Volunteer: 2007 2008

#### **EDUCATION**

#### Northwestern University - Evanston, Illinois

Master of Science in Education and Social Policy: June 2005

• Master's Research Project: Strategies for Increasing Reading Achievement in Urban Low-income Elementary Schools

University of Wisconsin - Madison, Wisconsin

Bachelor of Arts in Political Science: May 2002

American University World Capitals Program - London, England

Semester Abroad Program: Spring, 2001

# Maureen Glaser

San Diego, CA (858) 300-2955 
maureen@otgrides.org

Skilled program manager with experience managing multiple partner accounts in SaaS start-up. Talented leader, data driven, relationship builder with a sharp focus on developing and implementing process improvements. Accomplished team member of cross functional department collaborations.

# **Experience**

June 2020 to present

Charitable Adult Rides & Services (wholly-owned subsidiary of Jewish Family Service)
Program Manager – On the Go National

- Launched and oversee all aspects of national start up transportation program. Grew program from one employee to a staff of 18 providing over 3000 rides/month for 15 different non-profits and government organizations.
- Complete SaaS demonstrations to potential partners, facilitate discovery calls, onboard and train new partners.
- 100% retention of onboarded partners to date. Developed and implemented Quarterly Business Review process.
- Work closely with software development team, UI/UX designer and project manager to develop and launch proprietary ride scheduling and dispatch software.
- Created training materials (manuals, how-to videos) for internal and external users.
- Developed best practices for partner support and customer service.
- Dotted line oversite of call center. Implemented internal procedures for staff and call center.

#### January 2016 to June 2020

Jewish Family Service

Navigator Coordinator - On the Go Regional

- Oversaw the Lyft program for regional, older adult transportation program.
- Developed best practices for connecting older adults with rideshare drivers.
- Implemented internal processes for streamlining billing and allowing riders to request on demand rides.
- Cultivated relationships with outside organizations and began providing rides for two outside partners as well as for clients in other departments internally.
- Trained new staff, and partners.

# **SKILLS**

- Core competencies include leadership, people management, customer service experience, process management, data analysis, problem solving, effective communication, well developed presentation skills, business acumen, and technical aptitude
- SaaS experience
- Relationship builder
- Adaptable to new situations
- Self-motivated
- Results oriented
- Strong work ethic; self-directed and resourceful
- Proficient in MS Office applications

### **EDUCATION**

University of California Los Angeles
Bachelor of Arts Sociology; Emphasis Business Administration

#### **CONTINUING EDUCATION**

Harvard Business School Club – Management Development Program Completed December 2021

Ready Set Go Learning Labs Completed June 2021

#### **FARIS AL ABED**

619 724 7184 • faris.abed1@gmail.com

#### **SKILLS**

Highly organized	Agile Development	• SQL		
<ul> <li>Data Driven</li> </ul>	Scrum Methodology	MS Office		
<ul> <li>Customer Oriented</li> </ul>	<ul> <li>Tableau</li> </ul>	<ul> <li>UI/UX</li> </ul>		
<ul> <li>Project Management</li> </ul>	<ul> <li>Power BI</li> </ul>	<ul> <li>Yellow Six Sigma</li> </ul>		
WORK EXPERIENCE				

# CARS (Charitable Adult Rides) | Lead Product Manager San Diego, California

November 2021 - Present

- Launched the "OnTheGo" platform, providing over 300 daily non-emergency medical transport rides to seniors, cognitively
  disabled and low-income individuals in partnership with over 15 non-profits, government agencies and managed health care
  organizations.
- Managed a team of 14 offshore developers and the full product lifecycle from strategic planning to tactical activities and from envisioning to market readiness using Agile methodologies.
- Elicited requirements, developed UI/UX designs, created user stories, coordinated with LYFT and UBER product managers to utilize their APIs effectively.
- Prepared technical and non-technical documents including grant proposals, developmental partnership contracts, and
  presentations winning \$70,000 in funding. Assisted business development team to secure a \$1M contract with the County of
  San Diego

# Bell Canada | Business Intelligence Developer

February 2021 - November 2021

Ottawa, Ontario

- Led a team of 3 developers and managed stakeholder communication to build a solution using SAS DIS that would
  automatically send email alerts to commercial banking clients, reducing billing errors on wholesale contracts by 90%.
- Implemented a data and analytics solution for the Government of Canada's call centers reducing billing errors, by 70% projected to take 4 months, completed in 2 months.

#### Vestrum Health | Senior Data Analyst

April 2020 - February 2021

Ottawa, Ontario

- Lead the implementation of a BI tool (PowerBI) enabling physicians to access performance and client related dashboards in addition to a self serve BI menu.
- Designed and automated several EHR (electronic healthcare records) custom longitudinal analysis reports using SQL and SSRS for over 200 clinical practices, and 2 pharmaceutical clients identifying trends in patient visits, visit reasons (ICD9 codes), visit locations and billing data (CPT codes).

#### QuIRC PeopleInsight | Business/Data Analyst 2

August 2018 - April 2020

Ottawa, Ontario

- Delivered Tableau dashboards to solve complex business problems as a knowledge owner of data architecture and data analysis for 6 external clients.
- Proactively assessed challenges implemented processes to reduce time to onboard, map and standardize new HR client data by 2 weeks.
- Identified a client's department that had a higher employee attrition rate and recommended improvements based on observations from other client departments that led to a 12% increase in employee retention.

#### Shared Services Canada | Analyst

August 2016 - July 2018

Ottawa, Canada

- Coordinated with Program Managers from 42 government departments and agencies to collect and define benchmarking, performance and financial KPIs and metrics to report on Canada's IT Transformation plan while assessing and prioritizing reporting needs.
- Reduced time and expense using corporate data by developing a corporate wide self-service BI strategy EDUCATION

University of Ottawa

Mark Clauson is the Chief Technology Officer at CARS (Charitable Adult Rides & Services) in San Diego County, California. With over 13 years of experience at CARS, Mark has become a seasoned professional in the automotive industry. Before becoming the CTO, he served as the Director of Business Intelligence for over 10 years. In this role, he was responsible for overseeing operations, managing the call center, and analyzing data. His analytical skills and ability to refine and automate major components of the NAV system helped CARS transition to a more data-centric organization.

Mark also oversees the technology and custom software solutions for CARS' transportation division, "On the Go." He is responsible for defining technical requirements, leading software development with CARS partners, and ensuring that the division operates smoothly and efficiently.

Mark is a dedicated learner and completed the Harvard Business School Online CORe program and the Management Development Program through the Harvard Business School Club of San Diego. These experiences have further developed his skills in business analytics, economics, financial accounting, and leadership. Mark's expertise has enabled him to define CARS' technical lexicon, lead software development with CARS partners, and provide industry insights through the Business Information Services Team (BIS).

Mark has always been a person who dissects everything to understand how things work at the most granular levels. He likes to operate by the motto: "Approach every challenge with a level head, unwavering focus and a determination to light the way for others to succeed." In addition to his professional experience, Mark is a family-oriented person and enjoys hobbies such as building custom computers, 3D printing, woodworking, and tinkering.

Joseph Georges began his career with CARS in 2009 as Controller and was promoted to the position of Vice President, Accounting and Admin Services in 2018 and to Senior Vice President in 2022. Joseph has overall responsibility for Charity disbursements, reporting these disbursements to charities, and preparation of donor tax documents. He is directly in charge of all the organization's accounting, including billing and Accounts Receivable, Accounts Payable, Payroll, Financial Reporting, and Federal and state tax Reporting.

Prior to joining CARS, Joseph spent nearly five years as the Controller for *San Diego Magazine*, the nation's longest running regional periodical. He also spent many years in El Paso, Texas running his own CPA firm, performing public accounting services such as income tax preparation for individuals, corporations, partnerships, trusts, and tax-exempt entities as well as attestation services such as audits, reviews, and compilations.



# NON-EMERGENCY TRANSPORTATION PROVIDER AGREEMENT

This Business Alliance Agreement (this "Agreement") dated as of March \_\_\_, 2023 (the "Effective Date"), is between Charitable Adult Rides & Services, Inc., a California non-profit corporation (hereinafter "CARS/ON THE GO") and \_\_\_\_\_, a non-emergency transportation provider (hereinafter "TRANSPORTATION PROVIDER") also referred to herein individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

WHEREAS, CARS/ON THE GO has substantial know-how and experience in the provision of ride scheduling services and logistics;

WHEREAS, TRANSPORTATION PROVIDER has significant and substantial know-how and experience in offering non-emergency medical transportation;

WHEREAS, the Parties wish to establish an alliance (the "Alliance") to serve as a framework for cooperation between them, and to leverage each Party's respective know-how and experience for the Parties' mutual benefit;

WHEREAS, the Parties intend that the alliance will: (i) promote the further development of the business of CARS/ON THE GO and TRANSPORTATION PROVIDER; and (ii) facilitate the development and expansion of business between the parties;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the Parties hereto hereby agree as follows:

This Agreement describes the TRANSPORTATION PROVIDER relationship ("Non-Emergency Transportation Ride Fulfillment") between CARS/ON THE GO and TRANSPORTATION PROVIDER. This Agreement will be effective upon the signature of both CARS/ON THE GO and the TRANSPORTATION PROVIDER.

It is mutually agreed upon and understood by CARS/ON THE GO and TRANSPORTATION PROVIDER that CARS/ON THE GO and TRANSPORTATION PROVIDER will work in a coordinated fashion for the fulfillment of Non-Emergency Transportation Ride Fulfillment as described herein.

#### 1. <u>DEFINITIONS</u>

For the purpose of this Agreement the following definitions are used:

A. <u>Accepted Trips</u>: Advance Dispatched Trips accepted by the TRANSPORTATION PROVIDER within 24 hours of receipt of the trip request.



- B. Advance Cancellations: Trips canceled by CARS/ON THE GO more than eight (8) hours ahead of the pickup time.
- C. <u>Advanced Dispatched Trips</u>: trips dispatched to TRANSPORTATION PROVIDER up to thirty (30) days in advance for all "Ride Types" (curb-to-curb, door-to-door, door-through-door, wheelchair accessible), but no less than 24 hours in advance.
- D. <u>Ambulatory</u>: Rider can ambulate to and from vehicle for ride types curb-to-curb, door-to-door, door-through-door.
- E. Late: More than 15 minutes after the requested pick up time from a Point of Origin.
- F. <u>NET</u>: Non-emergency transportation.
- G. OTG Rider: An On the Go client, eligible to receive TRANPORTATION PROVIDER rides.
- H. No Show: A failure by the OTG Rider to utilize previously scheduled transportation, without CARS/ON THE GO contacting TRANSPORTATION PROVIDER in advance of the trip to cancel it. This includes the OTG rider failing to be at the agreed upon Point of Origin no later than 10 minutes after the scheduled pick up time, or canceling with the TRANSPORTATION PROVIDER at its arrival at the Point of Origin location, or CARS/ON THE GO canceling the trip within one (1) hour of the scheduled pick-up time.
- I. On Time: From five (5) minutes before until fifteen (15) minutes after the scheduled pick-up time from Point of Origin. For an unscheduled pick-up (e.g., when the OTG Rider will call after an appointment), "on time" is within ninety (90) minutes of the time the TRANSPORTATION PROVIDER is notified that the OTG Rider is ready to be picked up in a rural area, and within (1) hour of the time the TRANSPORTATION PROVIDER notified that the OTG Rider is ready to be picked up in an urban area.
- J. <u>Personal Assistant/Caregiver/Family Member/Escort</u>: A person who is designated by OTG Rider to assist with one or more daily life functions, including helping the OTG Rider use transportation services. A fare is not charged for the designated person to ride with OTG Rider. Designated persons are not provided by TRANSPORTATION PROVIDER.
- K. Point of Origin: Location (usually, but not always, a residence) where OTG Rider boards a trip.
- L. Ride Types: curb-to-curb, door-to-door, door-through-door, wheelchair accessible
  - a. Curb-to-Curb. OTG rider is picked up at the curb at their Point of Origin and dropped off at the curb at the drop-off address without assistance from the driver.
  - b. Door-to-Door. The driver parks the vehicle and meets OTG Rider at the threshold of the Point of Origin; assists OTG Rider to the vehicle, and delivers the OTG Rider



- to the threshold of the primary entrance of the drop-off address. Door-to-door service applies to ambulatory riders.
- c. Door-thru-Door. The driver parks a wheelchair accessible vehicle or standard vehicle and enters the Point of Origin; assists OTG Rider out of the building into the vehicle, and delivers the OTG Rider through the doors of the drop-off address. Door- thru-door service applies to ambulatory and non-ambulatory riders.
- d. Wheelchair accessible. Driver parks a wheelchair accessible vehicle and enters the Point of Origin; assists OTG Rider out of the building into the vehicle, and delivers the OTG Rider through the doors of the drop-off address. Wheelchair Accessible service applies to non-ambulatory riders.
- M. Rural: The following service area zip codes are considered rural for this Agreement:
- N. <u>Service Area</u>: All trips will begin or end, be in one of the following zip codes, Service Area:
- O. <u>Short Notice Cancellations</u>: Trips canceled by CARS/ON THE GO between one (1) and eight (8) hours of the requested pickup.
- P. <u>TSR</u>: Transportation Service Representative handling inbound and outbound calls for CARS/ON THE GO.
- Q. <u>Urban Area</u>: The following service area zip codes are considered Urban for this Agreement:
- R. Wheelchair Accessible Vehicle: A motorized vehicle equipped specifically with certified wheelchair lifts or other equipment designed to allow persons in wheelchairs or other mobility devices to safely enter a vehicle and secure their wheelchair or device for transportation, in accordance with national safety standards.

#### 2. OBJECTIVES

This contract provides for non-emergency transportation ("NET") to be delivered to On the Go rider ("OTG Rider") recipients, who live in the designated service areas.

### 3. RELATIONSHIP OF PARTIES

This agreement does not create a joint venture, partnership, or principal-agent relationship between the parties, and nothing in this agreement may be used to imply such a relationship. Neither party has the right, power, or authority to obligate or bind the other in any manner unless authorized in writing by the other party in a specific instance. No employees of a party are under the control, management, or supervision of the other and are not intended to be employees of the other for purposes of any federal, state, or local laws or regulations including, but not limited to, those covering unemployment insurance, employment taxes, and workers' compensation. Employees of one party are also not intended to be employees of the other party for purposes of fringe benefits provided to employees of the other party.



#### 4. TERM

The term of this Agreement shall be effective from the date of this Agreement until \_\_\_\_\_\_, unless terminated earlier as provided elsewhere in this Agreement. The Agreement may be extended by mutual written agreement of the parties.

#### 5. MARKETING

The Parties agree to cooperate for the purpose of creating mutually acceptable marketing for Transportation Scheduling Services. Both Parties license use of their name, trademark and logo for the limited purposes associated with the activities associated with this Agreement and for no other purpose. In the event that CARS/ON THE GO markets, including advertising or public relations on behalf of TRANSPORTATION PROVIDER, content shall be approved in writing by TRANSPORTATION PROVIDER prior to implementation or subsequent modifications, reasonable consent not to be withheld by TRANSPORTATION PROVIDER.

# 6. <u>DELIVERABLES</u>

TRANSPORTATION PROVIDER and CARS/ON THE GO shall perform all services and maintain all standards and requirements for services provided under this Agreement.

<u>Covered Transportation Services.</u> This Agreement covers the following services:

- a. Non-emergency transportation of OTG Riders. The TRANSPORTATION PROVIDER will ensure the availability of safe, dependable vehicles with compatibility for wheelchairs and other mobility devices when requested. The TRANSPORTATION PROVIDER may utilize vehicles that meet wheelchair accessibility standards and the OTG Rider's mobility needs.
- b. The TRANSPORTATION PROVIDER will provide transportation for health appointments, errands (e.g., grocery, pharmacy, senior center, post office), and social gatherings.

<u>Schedule, Assign and Dispatch Trips</u>: CARS/ON THE GO will be responsible for receiving and processing requests for NET rides through its On the Go software, call center facilities and trained Transportation Service Representatives (TSR's), and for arranging for the provision of those services for OTG Riders who reside in its designated service areas.

- a. CARS/ON THE GO will use On the Go software to schedule and assign transportation.
- b. CARS/ON THE GO may dispatch rides to TRANSPORTATION PROVIDER using the On the Go software or other mutually agreed upon process.
- c. CARS/ON THE GO may "Advance Dispatch Trips" to TRANSPORTATION PROVIDER up to thirty (30) days in advance for all "Ride Types" (curb-to-curb, door-to-door, door-



- through-door, wheelchair accessible). Trips dispatched with less than 24 hours notice are considered "On-Demand".
- **d.** CARS/ON THE GO may request Will Call or unscheduled pick-up (e.g., when the OTG Rider will call after an appointment) for return rides.
- c. CARS/ON THE GO will request rides with TRANSPORTATION PROVIDER on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Fees for Services of this Agreement.

<u>After Hours Contact</u>. TRANSPORTATION PROVIDER will provide CARS/ON THE GO with an after hours emergency contact for escalation.

**Ride Fulfillment**. TRANSPORTATION PROVIDER will be responsible for fulfilling Accepted Trips for OTG Riders.

- a. TRANSPORTATION PROVIDER agrees to notify CARS/ON THE GO whether or not they will fulfill Advance Dispatched Trip(s) within 24 hours of receipt of the requested trip. All trips agreed to be fulfilled by TRANSPORTATION PROVIDER are "Accepted Trips".
- b. TRANSPORTATION PROVIDER will wait up to fifteen (15) minutes after the scheduled pick-up time for OTG Rider. During that time, the Driver will attempt to contact CARS/ON THE GO and the OTG Rider. If, after 15 minutes the Driver has not located the OTG Rider, the Driver shall depart.
- c. TRANSPORTATION PROVIDER will fulfill same-day ride requests at their discretion.
- d. Trips will originate in the Service Area, but ride destinations may fall in counties outside of the Service Area up to 40 miles one way from the pick up location.
- e. Activation of Will Call rides will transpire by CARS/ON THE GO calling TRANSPORTATION PROVIDER to request the return ride for OTG Rider. TRANSPORTATION PROVIDER will arrive within ninety (90) minutes of the time the TRANSPORTATION PROVIDER is notified that the OTG Rider is ready to be picked up in a Rural area, and within (1) hour of the time the TRANSPORTATION PROVIDER notified that the OTG Rider is ready to be picked up in an urban area.
- f. TRANSPORTATION PROVIDER is available to fulfill rides Monday Sunday, 5:00 AM PST 9:00 PM PST.

<u>Vehicle inspection</u>: TRANSPORTATION PROVIDER will provide all requested vehicle data and inspection results to include Year, make, model, color, VIN, number of seats, license plate, proof of vehicle registration and insurance (plus policy information).



<u>Criminal History Record Information.</u> Pursuant to applicable laws, TRANSPORTATION PROVIDER will ensure all Drivers who will have direct, in-person contact with OTG Riders shall undergo a criminal background check.

a. TRANSPORTATON PROVIDER will monitor the criminal and driving records of TRANSPORTATION PROVIDER's drivers every six months. TRANSPORTATION PROVIDER will conduct background checks for traffic violations, DUIs, at-fault accidents, and reckless driving offenses. TRANSPORTATION PROVIDER will require fingerprint checks against the FBI database, and a criminal background check against national criminal, global watch, and sex offender databases. TRANSPORTATION PROVIDER will ensure drivers do not have any of the following: more than two driving under the influence or failure to appear in the past five years; any at-fault hit and run accident in the past five years; more than three at-fault accidents in the past five years; or more than two reckless driving offenses in the past five years.

<u>Software Platform</u>. CARS/ON THE GO will provide a proprietary software platform, including a web-based portal, to support:

- i. TRANSPORTATION PROVIDER'S receipt of dispatched trips;
- ii. TRANSPORTATION PROVIDER in obtaining trip details, billing and other data and reports.
- a. <u>Software Platform Responsibilities</u>. CARS/ON THE GO will maintain and upgrade a user-friendly software platform that allows TRANSPORTATION PROVIDER and its drivers to view scheduled rides and obtain related service data as follows:
  - i. CARS/ON THE GO will provide training to onboard TRANSPORTATION PROVIDER and will provide ongoing technical support as needed.
  - ii. CARS/ON THE GO, acting on behalf of the Parties, will respond to rider queries and assist in resolving service issues, including, but not limited to, scheduling changes and cancellations for pre-arranged transportation needs.
  - iii. TRANSPORTATION PROVIDER will be provided available trips that responds to their growth and change as needed.
- b. <u>Labor Costs</u>. CARS/ON THE GO, on behalf of all Parties, will provide staffing, training, and management of TSRs.
- c. <u>Hard Costs</u>. CARS/ON THE GO, on behalf of all Parties, will provide facility and call center furnishings and equipment.
- d. <u>Technology Costs.</u> CARS/ON THE GO, acting on behalf of all Parties, will plan, upgrade and maintain call center platform technology.



e. <u>Growth/Change Costs.</u> CARS/ON THE GO will work with TRANSPORTATION PROVIDER as they grow their transportation program and encounter change.

# 7. <u>FEES FOR SERVICES</u>

The Parties agree to the following transportation cost and fees:

#### Trip Segment Fees.

	Ambulatory trips (Curb-to-Curb, Door-to-Door) will be reimbursed at \$ per with a mile minimum.	mile
b.	Door-through-Door and Wheelchair Accessible trips will be reimbursed at \$ per with a mile minimum.	r mile

#### Cancellation Fees.

- a. Trips canceled by CARS/ON THE GO more than eight (8) hours of the pickup time, "Advance Cancellations" shall result in no charge to CARS/ON THE GO.
- b. Trips canceled by CARS/ON THE GO between one (1) and eight (8) hours of the requested pickup time, "Short Notice Cancellations" shall result in a charge equal to fifty percent (50%) of the estimated trip charge.
- c. Trips canceled within one (1) hour of the requested pickup time and/or trips canceled due to OTG rider failing to be at the agreed upon Point of Origin no later than 15 minutes after the requested pick up time, or canceling with the TRANSPORTATION PROVIDER at its arrival at the scheduled pick-up location will be considered a "No Show" and shall result in a charge equal to one hundred percent (100%) of the estimated trip charge.
- d. Trips cancelled by CARS/ON THE GO or OTG Rider when a driver has not arrived at the requested pick-up 15 minutes or more after the scheduled pick up time will be considered "Late" and shall result in no charge to CARS/ON THE GO.

# 8. <u>INVOICING/REPORTING</u>

The Parties agree that the following written reports shall be required and shared, to-wit:

a. <u>Invoicing</u>. TRANSPORTATION PROVIDER will provide CARS/ON THE GO an itemized monthly billing statement including the previous 30 days of transportation ride services provided by TRANSPORTATION PROVIDER on or before the 10th of each month. CARS/ON THE GO agrees to submit payment to TRANSPORTATION



PROVIDER based on a net 30-days basis from the receipt of said invoice(s).

b. Reporting. CARS/ON THE GO will provide TRANSPORTATION PROVIDER secure access to pertinent data and information in real time. CARS/ON THE GO and TRANSPORTATION PROVIDER will collectively determine the required data to be provided to TRANSPORTATION PROVIDER. TRANSPORTATION PROVIDER will monitor and manage its ride transportation administration.

# 9. EMPLOYMENT ELIGIBILITY VERIFICATION

By signing this agreement, CARS/ON THE GO affirms that the organization does not employ, contract, or subcontract with any individuals who are not authorized to work in the United States.

# 10. INTELLECTUAL PROPERTY

This agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks, copyrights, patents, trade secrets, know-how, proprietary data, confidential information, or other intellectual property. Each party agrees to comply with the instructions of the other regarding the use of the other party's intellectual property in the promotion of the other party's product, including properly marking promotional material with the other party's trademarks and copyrights and properly marking samples of products on which the other party holds one or more patents whether issued or pending.

## 11. <u>INDEMNIFICATION</u>

Each of the parties agrees to indemnify and hold harmless the other party and its agents, employees, officers and directors from and against all claims, demands, obligations, and liabilities of any nature whatsoever, and all related costs and expenses including reasonable attorney's fees, resulting solely and directly from the indemnifying party's breach of this agreement, negligence, or willful misconduct. No indemnification is required for any claim or liability resulting from the breach of this agreement by the party seeking indemnification or resulting from the negligence of misconduct of either the party seeking indemnification or a third party. Each party agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision applies. The indemnifying party has the right to defend against any such claim with counsel of its own choosing and to settle or compromise such claim as it deems appropriate. Each party also agrees to cooperate with the other in the defense of any such claim or other matter.

a. <u>Insurance</u>. It is agreed that both parties will maintain a policy of automobile insurance in the amount of no less than \$3,000,000 and general liability insurance in the amount of no less than \$3,000,000 plus worker's compensation insurance and all other insurance required by law, with such carriers, coverage amounts, and deductibles as are commercially reasonable under the circumstances and shall name the other Party as an additional insured under such policies. Proof of same shall be provided by the Parties within 30 days of executing the Agreement.



# 12. <u>DUTIES AND RESPONSIBILITIES</u>

- a. <u>Compliance with Laws</u>. The Parties each agree it will comply with all applicable laws and regulations.
- b. <u>Mutual Disclosure</u>. The Parties acknowledge the uncertainty of the results of engaging in this joint activity.
- b. <u>Inspection of Records</u>. The Parties shall be entitled to inspect the relevant records of the other regarding this joint activity provided same is accomplished during normal business hours upon adequate notice.
- c. <u>Equipment</u>. The Parties will work with third parties as may be necessary to provide any equipment that may be required.
- d. <u>Relationship</u>. The Parties enter into this Agreement for the purpose of their mutual benefit. Neither party shall have the right to incur any obligation in the name of the other without prior consent to do so.
- e. <u>Confidentiality and Non-Disclosure</u>. The Parties agree to keep the terms and conditions of this Agreement confidential and shall not disseminate this Agreement, nor any documents or reports related to this Memorandum, to any other third party, other than such disclosures required for financial accounting purposes, or the Attorney General, Internal Revenue Service, or regulating authority. The Parties shall keep all written information received from the other as confidential information unless clearly labeled "non-confidential," unless such information otherwise becomes public as a result of the conduct of parties other than the Parties or is clearly intended to be used in advertising.
- f. Respect for Goodwill. The Parties will conduct themselves at all times with due regard to the goodwill associated with their respective names.
- g. <u>Limitation of Liability</u>. In no event shall either party be liable for any loss of profits, loss of revenues, special, incidental, indirect, speculative, exemplary or consequential damages arising from this agreement and irrespective of whether TRANSPORTATION PROVIDER or CARS/ON THE GO has advance notice or advance knowledge of the possibility of such damages. Any damage awarded or claimed shall be limited to out of pocket losses only. The foregoing shall not apply to the indemnification obligations set forth herein.

# 13. WARRANTIES OF THE PARTIES

Each of the Parties represents and warrants as follows:

a. <u>Organization</u>. It is an organization duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has the corporate power and authority to enter into and perform this Agreement.



- b. <u>Authorization</u>. It has taken all corporate action necessary for the authorization, execution and delivery of this Agreement and for the performance of all of its obligations hereunder, and this Agreement when fully executed and delivered shall constitute a valid, legally binding and enforceable obligation enforceable against it in accordance with its terms.
- c. Government and Other Consents. Other than any licenses, permits, certifications or authorizations which may be required in connection with the Alliance, no consent, authorization, license, permit, registration or approval of, or exemption or other action by, any Governmental Authority, or any other Person is required in connection with its execution, delivery and performance of this Agreement, or if any such consent is required, it has satisfied the applicable requirements.
- d. Effect of Agreement. The execution, delivery and performance of this Agreement will not:
  - i. violate its Articles of Incorporation, By-Laws or any provision of applicable law;
  - ii. violate any applicable judgment, order, writ, injunction or decree of any court; or
  - iii. result in the creation of any lien, pledge, mortgage, claim, charge or encumbrance upon any of its assets.
- a. <u>Litigation</u>. There are no actions, suits or proceedings pending or, to its knowledge, threatened, against it before any governmental authority which questions its right to enter into or perform this Agreement or which question the validity of this Agreement.

# 14. TERMINATION OF AGREEMENT

This Agreement may be cancelled by either Party hereto: (a) upon either party's dissolution or liquidation; or (b) by either party with thirty (30) days prior written notice; or (c) at any time with the mutual written consent of the Parties. Upon termination, the Parties will share such information as may be required within thirty (30) days so that each party will have final and full accountings and distribution of confidential information as may be reasonably necessary.

# 15. <u>DISPUTE RESOLUTION</u>

All disputes between the Parties arising out of this Agreement shall be settled by the Parties amicably through good faith discussions upon the written request of any Party. In the event that any such dispute cannot be resolved thereby within a period of 20 days after such notice has been given, such dispute shall be finally settled by arbitration in San Diego, California at Judicate West, in accordance with the rules then in effect of CA Code of Civil Procedure 1141.10 et seq. The arbitrator shall have the authority to grant specific performance, and to allocate between the Parties the costs of arbitration in such equitable manner as the arbitrator may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable



expenses and attorney's fees incurred in connection therewith. Judgment upon the award so rendered may be entered in the San Diego County Superior Court or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

### 16. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

# 17. BINDING EFFECT

The provisions of this agreement are binding upon and will inure to the benefit of the successors and assigns of the parties.

# 18. <u>SUCCESSORS AND ASSIGNS</u>

Neither Party shall have the right to assign its rights or obligations under this Agreement without the express written consent of the other party. This Agreement shall inure to the benefit of, and shall be binding upon, such permitted assigns.

# 19. FULL AND COMPLETE AGREEMENT

This Agreement constitutes the full and entire understanding and agreement among the Parties with regard to the subject matter hereof, and supersedes any other prior or contemporaneous oral or written understandings or agreements among the Parties hereto. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Parties expressly referring to this agreement and the terms to be waived.

#### 20. NO WAIVER

No failure to exercise and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege granted under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

# 21. <u>SEVERABILITY</u>

If any provision in this Agreement shall be found or be held to be invalid or unenforceable then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any Party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and



enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

## 22. FURTHER ASSURANCES

The Parties shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

# 23. <u>INDEPENDENT CONTRACTORS</u>

The Parties are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute any Party the agent of any other Party for purposes of entering into legal contracts or otherwise exercising legal rights on behalf of any other Party.

#### 24. NO BENEFICIARIES

Nothing herein express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the Parties, any interests, rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

## 25. <u>COUNTERPARTS</u>

This Agreement may be executed in any number of counterparts and such counterparts may be exchanged by the Parties by facsimile or other electronic means. Each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

# 26. NOTICES AND OTHER COMMUNICATIONS

Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Agreement shall be in writing and shall be provided by one or more of the following means and shall be deemed to have been duly given: (a) if delivered personally, when received, (b) if transmitted by e-mail, on the date of transmission with receipt of a transmittal confirmation.

All such notices, requests, demands and other communications shall be addressed as follows:

If to	CARS/	ON	THE	CO.
11 10	CHIO	UN	INC	GU:

Address:

Phone Number:



E-mail address:

Attention:



# **If to TRANSPORTATION PROVIDER:**

Name of **TRANSPORTATION PROVIDER**:

Address of **TRANSPORTATION PROVIDER**:

Phone Number:

E-mail address:

Attention: [name of contact person of emerging market company]

or to such other address or means a Party may have specified to the other Party in writing delivered in accordance with this Section 25.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date set forth below.

Charitable Adult Rides & Services, Inc. 4669 Murphy Canyon Road, Suite 200 San Diego, CA 92123	Transportation Provider		
Signature:	Signature:		
Name: Title: CHIEF EXECUTIVE OFFICER	Name: Title:		
Date:	Date:		
Please specify the point of contact for return of organization:	the signed copy of this agreement to your		
Salutation Mr. Ms.			
Name	Title		
Phone	Email		