



VANPOOL

HANDBOOK & REFERENCE GUIDE

2081 W. Whitehall Road
State College, PA 16801
814-238-2282 ext. 5134
Website: <http://rideshare.nextinsight.com/>

November 2016

Introduction

- Section 1:** Volunteer Drivers and Riders
- Section 2:** Operation of the Van [Van Parking, Van Cleaning, Van Modifications, Ice & Snow Removal, Van Types and Assignments, Maintenance and Inspections, Handling Accidents and Emergencies, GPS Tracking, etc.]
- Section 3:** Vanpool Fares/Late Fees, Van Sharing, Temporary Shift Changes, Extended Leaves, When Van Doesn't Run, Insurance Coverage
- Section 4:** Vanpool Group Dynamics, Conflicts/Complaint Procedure, Vanpool Roster
- Section 5:** Emergency Ride Home Program
- Section 6:** The RideShare Act of 1982
- Section 7:** Forms
- Section 8:** Acknowledgement, Volunteer Driver and Participant Agreements

Introduction

In October 2007, the Centre Area Transportation Authority (**CATACOMMUTE**) expanded its “family of public transportation services” by introducing vanpools to the RideShare Program, **CATACOMMUTE**’s ride matching and Guaranteed Ride Home services. The program was renamed **CATACOMMUTE**.

RideShare, in operation since 1999, brings together people traveling from or through the same communities to work in the State College/Bellefonte areas, and helps them establish carpools and vanpools. **CATACOMMUTE** uses a web-based, computerized program to match individuals from the surrounding communities who share the same commute. When you register online at www.catabus.com, you will be asked to provide information to create a matchlist personalized to your schedule. Participants receive a free, custom report that provides a list of participants who live in or commute through your area. You can create or join a carpool or vanpool and/or contact a participant with a question. All information is protected and confidential. You’re on your way to saving time, money, and wear and tear on your car, not to mention having a more pleasant commute with new friends.

The new vanpool initiative was made possible by funding from the federal Congestion Management/Air Quality (CMAQ) program. The Centre County Metropolitan Planning Organization allocated funds to the new program, in response to a request by **CATACOMMUTE**, as a small step towards reducing traffic congestion and air pollution.

CATACOMMUTE’s Vanpool Program is a publicly-offered, community program and shall at all times be administered on a non-discriminatory basis. This means that no participant or individual seeking to participate in the program shall be discriminated against on the basis of race, color, religion, creed/ religion, national origin, ancestry, sexual orientation, or any other characteristic protected by state or federal law. This commitment applies to all terms and conditions of participation in the program, which includes the conduct of the individual riders participating in the program. Discrimination or harassment is strictly prohibited. If any conduct is deemed to be a violation of this prohibition, it may result in immediate termination of eligibility to participate in the **CATACOMMUTE** Vanpool Program.

CATACOMMUTE will make reasonable accommodations for qualified individuals with disabilities where possible. If you feel that you need a reasonable accommodation in order to participate in the program, please notify **CATACOMMUTE** at 814-238-2282.

If you feel that you have been a victim of or a witness to conduct in violation of this prohibition on discrimination and harassment, you may report it to **CATACOMMUTE** by submitting a completed Complaint Form. **CATACOMMUTE** will take reasonable steps to address the issue and put an end to any conduct deemed to be in violation of this policy.

As a condition of participating in the Vanpool Program, all participants agree to comply with **CATACOMMUTE**’s policies prohibiting discriminatory harassment and the terms of the agreement.

To confirm your participation, you will be required to sign an Agreement and Acknowledgement that you have received this Vanpool Handbook and Reference Guide (Vanpool Handbook) and agree to its policies, procedures and agreements of the Vanpool Program. You will see a section concerning the relationship between **CATACOMMUTE** and the individual participants of the vanpool. You and your fellow riders are not agents or employees of **CATACOMMUTE**. This means that while **CATACOMMUTE** can administer certain aspects of the Vanpool Program, you and your fellow riders also bear responsibility for your actions individually.

The Vanpool Handbook is not intended to cover every situation you may encounter during your participation in the program. It is intended as a guide. Periodically, **CATACOMMUTE** may change a policy or procedure and reserves the right to do so at its discretion. Any changes will be communicated to each vanpool group. If you have any questions at any time, please contact the Commuter Services Manager at 814-238-2282.

Section 1

Any type of ridesharing will provide the benefit of reducing stress, reducing wear and tear on your vehicle, helping the environment, meeting new people, relaxing while someone else drives, reducing congestion on roads, and saving money on gas, parking and insurance. Vanpools maximize these benefits because they are groups of 7-15 people who share a single commute together.

The purpose of **CATACOMMUTE** is to facilitate participation in the vanpool. Therefore, **CATACOMMUTE** may determine the appropriate level of ridership within a van in order to maximize resources. **CATACOMMUTE** may require your group to take on additional eligible riders to fill openings within your van and reserves the right to place a participant in what is deemed the most efficient and appropriate rideshare arrangement possible.

Though each vanpool is unique, all share three important elements:

- Drivers, Back-Up Drivers, and Riders – the people who make up the vanpool are crucial to its success.
- The Van – the vans are a major public investment of tax dollars. When a van is driven and maintained properly, the commute runs smoothly and costs are kept as low as possible.
- The **CATACOMMUTE** Office – There is a strong team of people working behind the scenes who make this program possible by providing insurance, maintenance, loaner vans, rider recruitment assistance and customer service.

Vanpools are successful when effective communication and cooperation takes place within the group. There are three important roles in each vanpool. Each of these has a set of responsibilities and is essential for the vanpool to operate successfully:

*Primary Driver

*Back-Up Drivers

*Riders

CATACOMMUTE is dedicated to providing, safe, dependable, and economical transportation services to our passengers. It is, therefore, prohibited to manufacture, distribute, dispense, possess or use prohibited drugs and alcohol while driving or riding in the vanpool. If it is suspected that a participant is impaired from misuse of alcohol or use of prohibited drugs while in the vanpool, the participant will be suspended pending an investigation and verification of condition. Termination from the program will follow if found to be under the influence.

Please note that both vanpool driver and rider privileges are revocable by **CATACOMMUTE** at any time for unsafe practices, illegal activity, failing to adhere to vanpool responsibilities, and conduct that is disruptive to the vanpool's operation, policies and procedures.

Volunteer Vanpool Driver

First, any participant who volunteers to drive the van must complete and sign an application that gives **CATACOMMUTE** permission to obtain a Driver History Record; sign an Investigative Background Request that provides authorization for a background check; and sign the Volunteer Driver and Participant Agreements. A volunteer driver must meet certain criteria as established by both **CATACOMMUTE** and its insurance company to qualify to drive the van. At a minimum, a volunteer driver is required to

1. maintain a valid PA driver's license;
2. be at least 25 years of age;
3. not have more than one moving violation or at-fault accident in past rolling 36 months; and
4. complete an orientation.

CATACOMMUTE will also consider any record of conviction for serious offenses such as, but not limited to, reckless driving, driving under the influence of alcohol or drugs, operating a motor vehicle with a suspended or revoked license, leaving the scene of an accident involving personal injury or property damage, or motor vehicle homicide when considering volunteer driver privileges.

The Volunteer Driver and Participant Agreements (Section 8, Vanpool Handbook) outline the terms, conditions, and requirements of vanpool participants. A signed Acknowledgement that a volunteer vanpool driver has received and read the Vanpool Handbook and both Agreements is required to continue the approval process.

Once all information is signed and received, a request is processed through **CATACOMMUTE**'s insurance company for approval. When approval is received, the volunteer driver is notified and orientation is scheduled. Final authorization to drive the van is granted once orientation is successfully completed. Authorized volunteer drivers may drive any vanpool van.

Allowance for personal use during the work day is permitted up to 25 miles per quarter for the following reasons: fueling, cleaning, urgent banking needs, and local doctor appointments. The van cannot be used for any business purposes (i.e. driving to work-related meetings or run errands) at any time, or for any personal reasons during non-work hours

Riders

Riders agree to all requirements and responsibilities within the Vanpool Handbook and are also required to sign a Participant Agreement. The Participant Agreement (Section 8, Vanpool Handbook) outlines the terms, conditions, and requirements of a rider. A signed Acknowledgement that a participant has received and read the Vanpool Handbook and Agreement, which includes **CATACOMMUTE**'s policy prohibiting discrimination and harassment, is required before a participant can begin riding in the vanpool.

As a participant, you are encouraged to complete a Reasonable Suspicion Incident Checklist form if you feel the driver is driving inappropriately or unsafely and send it to the **CATACOMMUTE** Office. The Commuter Services Manager will conduct an investigation and provide the results to the vanpool group at the conclusion of the investigation. Progressive disciplinary actions may be taken; however, **CATACOMMUTE** reserves the right to revoke privileges at any time.

Each vanpool route will establish individual group rules that all participants must follow. A written copy of the van rules must be submitted to the Commuter Services Manager at **CATACOMMUTE** and are subject to approval. The volunteer driver is responsible for maintaining a written copy of the van rules and submitting updates to **CATACOMMUTE** for approval. A copy of the vanpool rules shall be provided to each participant by the volunteer driver. A Vanpool Rule template can be found in Section 7. Forms and can be used as a guideline.

Any participant who wishes to withdraw from the Vanpool Program must complete the Vanpool Participant Withdrawal/Transfer Form and submit it to the Commuter Services Manager 15 days prior to date of termination.

Transfers to another vanpool due to relocation or job change are allowable and also requires the Withdrawal/Transfer form completion and 15 day notice.

Section 2

Although the van is for your commute use, it is equipment borrowed from **CATACOMMUTE**. The van is an expensive public asset owned by **CATACOMMUTE** that needs to be protected through regular inspection, maintenance and proper operation. **CATACOMMUTE** ensures that the vans possess all necessary safety and emergency equipment as required.

Vanpool members are responsible for any damaged or missing equipment in the van including, but not limited to: fire extinguisher, remotes and/or keys, first aid kit, fleet car wash card, fleet fuel card, and snow brush. Any damaged or missing equipment will be charged to the vanpool members on their monthly invoice.

Van Parking

Drivers will supply a secure place for “at home” parking of the van, preferably in a locked garage, but on-street parking in front of the residence is permissible. On occasion and on a temporary basis, parking is permitted in an open lot that is well-lit and also has working surveillance cameras (such as when on-street parking at the residence is not available due to inclement weather and/or construction, and when a back up driver lives at an extreme distance beyond the normal primary driver).

Inspection Routine

Inspection of your van is critical to its reliable performance. Lack of attention to the simple details of inspection can cause you and your riders delay and inconvenience. It also can cause **CATACOMMUTE** costly mechanical repairs. Once you get into the habit of preventive care by making regular inspections, you will have greater confidence operating the van and can avoid more serious repairs.

To help you understand and care for the van, the manufacturer of each van provides an owner’s manual. The manual has an illustration that shows you the location of the items you will need to check during your inspections.

When conducting the pre-trip inspection routine, be thorough, do not assume anything, do not rush, and do not wait to fix a problem. The following schedule is required before beginning the commute:

Daily.

- Is there any visible body damage?
- Are gauges working correctly?
- Are mirrors clean and clear of fog, ice and/or snow?
- Are brakes working properly?
- Is power steering operating correctly?
- Are exhaust system and muffler making any noise?
- Are there excessive fumes from the fuel system?
- Is snow cleared from the roof of the van?

Weekly.

- Check windshield fluid
- Check head and tail lights, turn signal lights
- Check heater, defroster and air conditioning
- Check seatbelts for operation and accessibility

Monthly.

- Check coolant/antifreeze
- Check power steering fluid level
- Check transmission fluid level
- Check brake fluid level

- Check tires for visible signs of wear and tire pressure
- Check oil level

Van Cleaning (inside and out)

The appearance of the van is important. It affects the riders' comfort and satisfaction and a well-kept van is more likely to attract new riders and create a favorable impression with the public. Therefore, it is required to clean the van inside and out at least once a month. A fleet account will be established with a local car-wash business that will permit drivers the convenience of using an automatic car wash once each month. If this requirement is not fulfilled and CATA staff is required to clean it during a service call, the vanpool group will be charged back the labor cost of performing this duty.

Van Modifications

Accessories, window or bumper stickers, appearance items or additional equipment are not allowed to be added to or removed from the van. Modifications to the van or disabling of equipment within the van are not permitted.

Ice and Snow Removal

Removal of ice and snow from the vehicle is required prior to driving the van. Pennsylvania Statute and Code 3720 states that when snow or ice is dislodged or fall from a moving vehicle and strikes another vehicle or pedestrian causing death or serious bodily injury as defined in section 3742 (relating to accidents involving death or personal injury), the operate of the vehicle from which the snow or ice is dislodged or falls shall be subject to a fine of not less than \$200 nor more than \$1000 for each offense. (May 11, 2006, P.L. 159, No. 37). Amended, Act 37 added section 3720.

Van Types and Assignments

The **CATACOMMUTE** program provides a passenger van that may seat from 10-15 persons, may have bench or individual seats, and of varying heights (up to 9') and lengths. The most appropriate van type will be assigned to the group. Requests for a certain type of van will be considered but not guaranteed.

As needed, vans with greater miles may require rotation to a vanpool group commuting from a shorter distance. Vans may also be rotated among vanpool groups to better meet the changing needs of a particular vanpool group.

Van Seating Capacity

Vans cannot haul more passengers than is legally allowed, as specified by the manufacturer. To determine the number, each passenger must have a seatbelt available for use. Groups are provided an 11, 12, 13 or 15 passenger van. The number of seats with seatbelts identifies the maximum allowable passengers permitted. It is strictly prohibited for any van to have more passengers than seatbelts, and to have a passenger not in a factory installed seat (in rear of van or on the floor seated).

GPS Fleet Tracking

Fleet tracking systems provide detailed information about the operations of a vehicle. GPS units are installed in the vans and will track real-time speed, location, and aggressive driving maneuvers and feed it back to the **CATACOMMUTE** office. This system provides essential information for safety management of the vans.

Maintenance Schedule

Preventative maintenance (P.M.) is meant to ensure a reliable and safe van for your commute. A CATA staff member will contact and coordinate with the primary driver all maintenance or repairs so that a loaner van can be assigned. When the driver drops off the van for a scheduled appointment, the Maintenance Schedule Form is placed on the driver's seat indicating the service or repair needed for that appointment.

The P.M. schedule is as follows for all vans (and must be completed with a 500 mile window before 6000 miles have lapsed):

Preventative Maintenance (every 6000 miles) by CATA:

- Change oil and oil filter
- Lubricate chassis components
- Visually check for leaks or damage
- Check tires for wear and inflation pressures
- Inspect brake system
- Check throttle system
- Check fluid levels

Bi-Annually by CATA:

- State Inspections

Operating The Van

Driving a van is very different from driving a car. The increased height, length and weight of a van require you to be especially careful to ensure the safety and comfort of your passengers.

There are some simple, but important, habits for operating the van:

- Give yourself plenty of turning room, reduce your speed and look through the turn.
- Observe height and width restrictions. Clearance of at least 7'3" is required for all passenger vans, except the Sprinter vans. The clearance for Sprinter vans is 9' and they cannot be driven through drive-thru's or parked in parking garages.
- Use a passenger as a spotter when backing. If you are alone, use your mirrors or get out of the van to look at what is behind you.
- Yield the right of way and use your turn signals when merging or turning.
- Check your mirrors every 5 to 10 seconds to scan for traffic, other hazards and to see what is happening to the rear of the van.
- Secure the van before you leave it. Make sure you have the keys and it is locked.
- Choose a parking space with plenty of room.
- Allow longer stopping and following distances. Allow a 3-4 second following distance between the van and the vehicle in front. Increase the distance when driving in adverse weather or on rough roads.
- Volunteer drivers must use seatbelts at all times. Driver's responsibility is waived for riders' non-use of a seatbelt.
- Use extreme caution when loading and unloading riders.
- As a volunteer driver, you will need to deal with problems that result from traffic conditions or rider activity. Special circumstances may cause your "hot button" response to occur. Hot buttons are things or events that produce an automatic, emotional response. By recognizing and catching your personal hot button reactions earlier on, you can prevent a small irritation from turning into a major catastrophe. Also, hot buttons are often the cause of complaints from the public about how vans are driven.

Dropping Off/Picking Up Passengers

In ALL cases, the van will pull to a safe location to pick up or drop off riders. The van should use a bus pull-off or find a safe area out of moving traffic to allow persons to get on or off the van when travelling through campus or downtown. The van shall pull either to the furthest point front or back of the pull-off, never in the middle. If the van must stop at an intersection with a stop sign to pick up or drop off, the rider must immediately be present at the stop sign and move quickly to avoid interruptions in traffic flow.

Handling Emergencies and Accidents/Incidents or Property Damage

It is important to know how to handle emergencies to protect lives and to ensure that questions of liability are handled properly.

Breakdowns: In the event that roadside assistance is needed, the driver calls the **CATA** Office at 814-238-2282 ext. 5162 (Shop Office). If the van is not operable, a loaner van will be provided, if available and the breakdown occurs within 20 miles of CATA. For breakdowns that occur more than 20 miles from the State College area, staff will arrange for an auto service to come to your location. If the van is not operable, it will be towed by the auto service. The driver may accompany the van and tow truck. Participants should have a contingency plan in the event a van becomes disabled (i.e., carpool arrangements).

Accidents/Incidents/Property Damage: Contact 911 to report an accident or collision when there is injury or death to any person, or damage to any vehicle to the extent it can't be driven under its own power and therefore requires towing. The volunteer driver will also call **CATACOMMUTE's** insurance carrier within 24-hours to report the incident. Information and forms that need to be completed are located in the Accident Report Kit found in the van front storage compartment. Disposable cameras are also available on all vans to take pictures of any property or vehicle damage. Personal digital cameras or mobile phone cameras may be used in lieu of the disposable camera. The volunteer driver will call the **CATACOMMUTE** Office within 24 hours to notify staff of occurrences of any type involving the van and to forward the accident report and photos.

Do not admit fault and be sure to exchange information with the driver if another vehicle is involved. Obtain name, address and phone numbers as well as insurance information, driver's license number and vehicle license numbers. You may also want to get information from the first responder and ask for a police report. An insurance card from **CATACOMMUTE's** insurance carrier is in each van along with the van's registration card.

For personal injury while riding in the van, complete and submit the forms found in the accident report kit within 24-hours, notify **CATACOMMUTE** and call the insurance company to file a claim.

Theft/Vandalism: Contact the **CATACOMMUTE** Office as soon as possible after the incident. If there is damage to the van, contact **CATACOMMUTE's** insurance company to file a claim. Record as much information as possible and take pictures of any damages. Never leave the van unlocked and personal items should not be left in the van as a temptation for theft. **CATACOMMUTE** is not responsible for lost, damaged or stolen items.

Section 3

Vanpool Fares/Late Fees

Vanpool fares are based on operating, depreciation and insurance costs. The base cost includes parking permit (if applicable), vehicle depreciation and insurance. The operating cost includes gasoline, tires, and maintenance. Therefore, the monthly fare is the base cost plus a per mile operating cost.

Fares are evaluated every three months with adjustments as needed. Fares are divided among the number of riders in the vanpool, as agreed upon by the vanpool group. Part-time riders are encouraged to participate and defined as those who ride on occasion, but no more than two times per week on a consistent basis, and charged a daily rate.

CATACOMMUTE reserves the right to adjust the method of calculation as it sees fit and appropriate for the Vanpool Program. CATACOMMUTE reserves the right to add or remove methods and forms of payment received for the fares.

All vanpool fare payments are the responsibility of the vanpool coordinator. Payments are due the **first** of each month, with a 5-day grace period to allow for bank deposits and mailing. A single payment and the completed daily log form are to be received at a CATA office no later than the 5th of the month.

Non-payment is considered theft of services¹. In the event a rider does not pay his/her fare, the following procedures are to be followed:

- If a rider(s) does not provide payment for a single month, the group will forward full payment, take action to collect from the rider(s) who did not pay, and document that the rider did not pay. If/When the rider makes payment, a credit will be issued to the riders – either from the coordinator who received payment or from CATA if payment was made direct.
- If the same rider(s) defaults on payment for a second time, the vanpool coordinator will contact the CATACOMMUTE Office to report it and provide what actions were taken to collect via a Complaint Form. The Commuter Services Manager will make direct contact with the rider on behalf of the vanpool group, requesting payment and/or establishing a payment plan.
- If the same rider(s) defaults on payment for a third time, the rider will be removed from the vanpool group and formal collection actions will be taken by CATA's Finance Office. The group will be responsible for full payment the month following removal of the rider.

¹ **Theft of services** is the legal term for a crime which is committed when a person obtains valuable services — as opposed to goods — by deception, force, threat or other unlawful means, i.e., without lawfully compensating the provider for these services.^[1] It may also overlap with some types of [fraud](#) in which payment is made on credit, but under an assumed identity, and ultimately disavowed ("[identity theft](#)"). Crimes of this sort are typically prosecuted as [larceny](#), and may be either a [misdemeanor](#) or a [felony](#), based upon the value of the services illegally obtained. This category encompasses a wide variety of criminal activity including, but not limited to, tampering with (or bypassing) a utility meter so that the true level of consumption is understated, leaving a hotel or restaurant or similar establishment without paying for the service and "[turnstile jumping](#)" or other methods of evading the payment of a fare or fee when using a public transit vehicle or entering a private facility normally requiring payment (e.g., jumping over the fence at a fair or rock concert). Theft of services also occurs in the taxi industry, when a passenger in a taxi flees from the taxi to avoid paying the fee.

A progressive late fee is assessed on any payment received after the 5th of the month and for returned checks. A \$5 late fee is also assessed for any Daily Log report not received by the 5th of the month.

When A Temporary Shift Change Occurs

When the work schedule of the majority of van riders is changed temporarily and creates an instance where other riders no longer have the van available to them during the normal hours established for the vanpool, those riders who are affected are not required to pay for the days the van runs a different schedule.

In this instance, those who will be riding during those adjusted hours will share a little more in that portion of the month's fare; and those affected by the adjustment and can't ride will not be responsible to pay for that period of time.

This does not apply to sick or vacation time, when the individual changes their own schedule.

Extended Leave

In the case that a participant goes on medical leave, extended vacation, sabbatical, etc., and wishes to maintain their seat on the vanpool, the participant must pay full fare during the leave period. The seat will be held for a maximum of three months and then is subject to availability to those on a waiting list.

Van Doesn't Run

If the van does not run through no fault of **CATACOMMUTE**, there is no credit given for that day(s). This includes mechanical and driver failure. . The vanpool should create a backup plan for those unforeseen circumstances.

If the van doesn't run as a result of severe weather in which the Governor declares a state of emergency, **CATACOMMUTE** will provide credit for the day(s) declared.

Van Sharing

Any registered participant who is actively joined to a vanpool through RideShare is permitted to ride on any **CATACOMMUTE** owned van, when necessary. If a rider switches between two shifts on a regular basis, he/she will not be charged for more than what a full-time rider would pay between the two. The vanpool groups will coordinate the schedule and payment with the rider. The rider will join the one vanpool group in their RideShare account in which they will ride the most.

Reinstatement to Vanpool

If a participant resigns/terminates from a vanpool group, there is a one month waiting period to re-apply. Transfers due to shift or employment changes are not applicable.

Insurance Coverage

CATACOMMUTE provides comprehensive coverage for all vans that exceeds the minimum required by law. This is a total insurance limit available to all parties including **CATACOMMUTE** and the Driver. **CATACOMMUTE** will allocate this available limit as appropriate. Driver will pay first \$1000 of damage to van as result of gross negligence. Personal items within the van are not covered.

Volunteer driver will assume full liability and responsibility if the van is used for purposes other than those permitted and in a manner inconsistent with the policies stated in this Vanpool Handbook.

Section 4

A Driver Wears Several Hats (Leader, Recruiter, Facilitator, Communicator)

Vanpools are successful for many different reasons. In general, the success of your vanpool depends on your understanding of not just your role in the group, but also how well you work with the vanpool riders. As a leader, you will provide information and direction for group decisions. The vanpool will operate more smoothly when all of the vanpoolers feel they have a personal investment and ownership in it. As a recruiter, you need to make sure that the vanpool has as many riders and backup drivers as necessary at all times. Make sure to engage the entire group in recruitment activities because it is in everyone's interest to keep your van commuting. Search your RideShare account (My Matches) to find new participants.

As a facilitator, you can help the group make decisions and help settle differences that may arise. You should encourage all participants to get involved and to contribute ideas. You will need to respond to individual members' needs, deal with members' expectations and ask for feedback, foster a friendly group atmosphere to maintain open and relaxed communication, and you will need to focus on the issues and not the personalities. You should seek advice from the Commuter Services Manager when you would like a fresh perspective.

As a communicator, you need to relay information to both the Commuter Services Manager and to the vanpoolers. You should plan and conduct vanpool meetings to provide updates. Riders are valuable and your responsiveness to their questions and concerns and how you work with them greatly influences their decision to continue vanpooling. Drivers must ensure that each rider on his/her van has received a Vanpool Handbook and signed an acknowledgement prior to riding. Drivers are responsible for placing any rules adopted by the group in writing and providing a copy of the rules to the Commuter Services Manager.

Vanpool Group Dynamics

Often the most important element in the success or failure of a vanpool is the way the people interact as a group. The vanpoolers are a collection of individuals who are mutually dependent on each other for the purpose of vanpooling.

Vanpool members hold expectations about promptness, safe driving, pickup and drop-off locations, radio stations to listen to, temperature, scents, and personal hygiene. Other concerns that vanpool members need addressed when they consider joining a vanpool are coordination of childcare, strict job arrival and exit times, and attendance to outside activities such as son/daughter athletic events and classes.

We recommend that you consider the following tips:

- Orient new people to the van and to the group. Make sure everyone sees themselves as members of the group.
- Hold meetings to keep tuned in to what is going on.
- Work to solve problems before they grow bigger.
- Use the Commuter Services Manager as a consultant – he/she has probably dealt with similar issues with other groups in the past.
- Talk with people on a regular basis! Find out how they think the vanpool is working.
- Consider keeping a calendar or notebook in the van so members can keep track of each others' planned absences and for odometer readings.

In all groups, there are times when individual ideas and issues might jeopardize the operation of the group. No matter how hard you try to avoid problems, they can still occur. How problems are handled is as important as the problem itself. Conflicts may arise concerning nonpayment of fares, lateness, personality traits, seating arrangements, not wearing seat belts, no backup driver arranged, and miscommunications.

When there is a dispute in the vanpool, try using the following rules:

- Stop arguing
- Sit down together
- Take turns listening without interruption
- Summarize, clarify and acknowledge what the other person said
- Don't make accusations
- Separate personalities from problems
- Look for creative solutions by brainstorming
- Look for a way to make the agreement enforceable
- Write down the agreement
- If you can't agree, take a break and come back later
- Look for trade-offs
- Say what will happen if the dispute does not end
- List and prioritize all possible solutions
- Ask someone you both trust to mediate the dispute

Conflicts and Complaints

Behavior by drivers and riders affecting the safety and comfort of the group should be reported to the Commuter Services Manager if the group is not able to resolve the matter. Distracting behavior, inappropriate language, unsafe driving, and aggressive behavior are examples of what should be reported. The Vanpool Conflict/Complaint Form will be the only acceptable means of receiving a formal complaint. The Commuter Services Manager will investigate the complaint and provide written results/actions to be taken.

If it is determined that a participant has not adhered to policies or rules of the Vanpool Program, a progressive disciplinary procedure will be used, except as noted when found to be under the influence of alcohol or prohibited drugs. As a general rule, a first time offense will incur a warning, a second time offense will be a warning with suspension from the vanpool program, and a third occurrence will result in termination from the program.

Vanpool Roster of Participants:

Current Vanpool Rosters meet a very important safety function, allowing the **CATACOMMUTE** office to always identify who is on a certain vanpool should an unfortunate incident occur. The roster also serves as a check-list to assure signed participant agreements are received for legal and insurance purposes.

Each vanpool coordinator is responsible to immediately notify the **CATACOMMUTE** office of new riders and existing riders who are leaving the van (either terminating from the program or transferring to another vanpool or carpool). Communicating this information will alert **CATACOMMUTE** staff that assistance may be needed by the vanpool coordinator to assure that all requirements are met for a rider to join the vanpool group and to coordinate services for those riders who are leaving.

Section 5

Emergency Ride Home (ERH)

CATA is aware that pooling commuters occasionally face unexpected situations and emergencies that require an alternative, and sometimes immediate, means of transportation. To address this concern, we have established an Emergency Ride Home Program, available to anyone who registers with the **RideShare** Program and joins a carpool or vanpool.

An annual fee of \$15.00 will register you to receive four rides home per calendar year (up to a 50 mile, one-way trip), in case an unexpected situation or emergency disrupts your shared ride arrangements. [Full-time PSU and Mount Nittany Health Systems employees' fees are paid by their employer.]

Eligible participants will be provided with transportation to a hospital, back to a vehicle, or to pick up a child from day care or school before proceeding to the proper destination. If a driver needs to leave and cannot provide a ride home because of a qualifying emergency and there is no approved back-up driver available, riders will receive an emergency ride home. CATA and the service provider will arrange shared ride service with other eligible participants whenever possible.

The emergency ride home program provides service to eligible participants who experience emergencies and unexpected situations only. Participants whose travel plans vary or change frequently, or who are considered "essential," should consider the limitations. During severe weather and major athletic or entertainment events, taxi availability may be limited and result in extended wait times. Please plan accordingly.

Use of the program is limited to qualified emergencies and will be monitored by CATA. Any abuse of the program will result in a warning, followed by immediate removal from the program for further abuse.

Qualifying unexpected situations and emergencies include:

- Illness or medical emergencies (participants or family members)
- Catastrophic work-related or personal emergencies (flood, fire, company shut down, etc.)
- Work-related unexpected and mandatory overtime

Situations that are pre-arranged and not of urgency, such as but not limited to medical, dental, financial, legal or car repair appointments or meetings, are not considered qualified emergencies and not eligible for an emergency ride home. Known and imminent situations (i.e. severe weather) in which there is a degree of certainty that a rider(s) will need to stay later than the carpool or vanpool, will not be approved.

Questions should be directed to the Commuter Services Manager at 814-238-2282 ext. 5134 or email rideshare@catabus.com.

Section 6

THE RIDESHARE ACT 1982-279

Providing for ridesharing arrangements and providing that certain laws shall be inapplicable to ridesharing arrangements

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. Ridesharing arrangement defined.

As used in this act, “ridesharing arrangement” shall mean any one of the following forms of transportation:

- (1) The transportation of not more than 15 passengers where such transportation is incidental to another purpose of the driver who is not engaged in transportation as a business. The term shall include ridesharing arrangements commonly known as carpools and vanpools, using in the transportation of employees to or from their place of employment.
- (2) The transportation of employees to or from their place of employment in a motor vehicle owned or operated by their employer.
- (3) The transportation of persons in a vehicle designed to hold no more than 15 people and owned or operated by a public agency or non-profit organization for that agency’s clientele or for a program sponsored by the agency.

Section 2. Motor carrier laws not applicable to ridesharing.

The following laws and regulations of this State shall not apply to any ridesharing arrangement:

- (1) Title 66 of the Pennsylvania Consolidated Statutes (relating to public utilities).
- (2) Laws and regulations containing special insurance requirements for motor carriers.
- (3) Laws imposing a greater standard of care on motor carriers than that imposed on other drivers or owners of motor vehicles.
- (4) Laws and regulations imposing special equipment requirements and special accident reporting requirements on motor carriers.

Section 3. Workmen’s compensation act not applicable to ridesharing.

The act of June 2, 1915 (P.L. 736, No. 388), known as “The Pennsylvania Workmen’s Compensation Act” shall not apply to a passenger injured while participating in a ridesharing arrangement between such passenger’s place of residence and place of employment. “The Pennsylvania Workmen’s Compensation Act” shall apply to the driver of a company-owned or leased vehicle used in a ridesharing arrangement.

Section 4. Liability of employer.

- (1) An employer shall not be liable for injuries to passengers and other persons resulting from the operation or use of a motor vehicle, not owned, leased or contracted for by the employer, in a ridesharing arrangement.
- (2) An employer shall not be liable for injuries to passengers and other persons because he provides information, incentives or otherwise encourages his employees to participate in ridesharing arrangements.

Section 5. Insurance rates and policy exclusions.

- (1) Provisions in an insurance policy which deny coverage for any motor vehicle used for commercial purposes or as a public or livery conveyance shall not apply to a vehicle used in a ridesharing arrangement.
- (2) Premiums charged for ridesharing vehicles shall be approved the Insurance Commissioner in conformity with the act of June 11, 1947 (P.L. 538, No. 246), known as “The Casualty and Surety Rate Regulatory Act.”

Section 6. Sales taxes and ridesharing.

Money received by a driver as part of a ridesharing arrangement shall not be subject to taxation under Article II of the act of March 4, 1971 (P.L. 6, No. 2), known as the “Tax Reform Code of 1971.”

Section 7. Municipal licenses and taxes.

No municipality may impose a tax on, or require a license for, a ridesharing arrangement.

Section 8. Overtime compensation and minimum wage laws do not apply to ridesharing arrangements.

The laws of this State requiring payment of a minimum wage, overtime pay or otherwise regulating the hours a person may work shall not apply to employees while traveling between their residences and places of employment.

Section 9. Ridesharing vehicles are not commercial vehicles or buses.

- (1) A motor vehicle designed for carrying not more than 15 passengers, exclusive of the driver, that is used in a ridesharing arrangement shall not be a “bus” as that term is defined in 75 Pa.C.S. § 102 (relating to definitions).
- (2) A motor vehicle used in a ridesharing arrangement shall not be considered a “bus” or a “taxi” under the provisions of 75 Pa.C.S. § 1305 (relating to application for registration).

Section 10. Effective date.

This act shall take effect in 60 days.

APPROVED – the 14th day of December, A.D. 1982.

DICK THORNBURGH

Section 7

FORMS

1. New Participant Check list
2. Volunteer Driver Application
3. Investigative Background Report
4. Vanpool Rules Template
5. Daily Log
6. Maintenance Schedule
7. Reasonable Suspicion Incident
8. Conflicts/Complaint Form
9. Vanpool Participant Withdrawal Form

NEW PARTICIPANT CHECKLIST

(for Vanpool Coordinator use)

The following materials must be received/provided prior to riding/driving in a vanpool:

VOLUNTEER DRIVERS

- _____ RideShare registration complete (www.catabus.com) / CATACOMMUTE
- _____ Volunteer Driver Application
- _____ Vanpool Handbook
- _____ Volunteer Driver Agreement
- _____ Participant Agreement
- _____ Driver Orientation
- _____ Vanpool Rules

RIDER

- _____ RideShare registration complete (www.catabus.com) / CATACOMMUTE
- _____ Vanpool Handbook
- _____ Participant Agreement
- _____ Orientation
- _____ Vanpool Rules

Driver Name: _____ Van # _____

VOLUNTEER DRIVER APPLICATION

CATACOMMUTE will use the information provided in this application to determine if you meet **CATACOMMUTE's** Vanpool Volunteer Driver criteria and to assess whether you qualify to be approved as a volunteer driver.

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|--------------------------|
| First Name: | | Last Name: | |
| Street Address | | | |
| City: | State: | Zip: | Home Phone: |
| Preferred Email: | | | Cell Phone: |
| Employer Name: | | Dept.: | Years Employed: |
| Street Address: | | | Work Phone: |
| City: | State: | Zip: | Work Hours: |
| Birthdate: | Driver's License # | State | License Expiration Date: |
| Emergency Contact Name: | | Relationship: | Home Phone: |
| Street Address | | | Work Phone: |
| City: | State: | Zip: | Cell Phone: |
| Please answer the following questions: | | | |
| <ol style="list-style-type: none"> 1. How many days have you missed a regularly scheduled work day within the past year? 2. How often are you required to work overtime? 3. Have you been arrested and convicted of any crime? If so, explain 4. Do you have any condition which may or does result in physical or mental impairment? (i.e., seizure disorders, blackouts, diabetes, heart disease, sight in only one eye; deafness, etc.) If so, please explain. | | | |

Disclosure Statement and Signature of Applicant

I have been provided with a Driver Agreement and to the best of my knowledge, I meet the criteria at the time of this application.

Everything stated in this application is true to the best of my knowledge. I understand that **CATACOMMUTE** will only use this information to determine whether or not to approve me as a volunteer driver. **CATACOMMUTE** may verify any information that I have provided.

I authorize **CATACOMMUTE** to obtain and review my driving record now and for as long as I am driving vehicles owned or managed by **CATACOMMUTE**; and

I authorize **CATACOMMUTE** to obtain a consumer/investigative report about me in order to consider me for a voluntary vanpool driver.

Applicant Signature:

Date:



DISCLOSURE AUTHORIZATION

Date: _____
Authorization expires one year from this date, except in California*

In connection with your application for Volunteer Vanpool Driver with CATACOMMUTE, we may obtain a consumer/investigative report about you as part of the process for considering your eligibility. This may include, but is not limited to, an inquiry to obtain information regarding your employment history, convictions record, education, qualification or motor vehicle record.

By signing below, I hereby authorize CATACOMMUTE to obtain a consumer/investigative report about me in order to consider me for volunteer vanpool driver responsibilities with CATACOMMUTE.

Name: _____
(Please print full name)

Social Security Number: _____ - _____ - _____ Date of Birth _____

Current Address: _____ Yrs. _____ Mos. _____

City: _____ County: _____ State: _____ Zip: _____

Previous Address: _____ Yrs. _____ Mos. _____

City: _____ County: _____ State: _____ Zip: _____

Previous Address: _____ Yrs. _____ Mos. _____

City: _____ County: _____ State: _____ Zip: _____

Signature: _____

If applying for positions requiring you to drive on the job, please complete the following:

Driver's License # _____ State _____

Clear _____

Not Clear _____

Date: _____

Initials: _____

DAILY LOG FORM

| Month: 2015 | | DUE 1 st of Month | | | VAN # | |
|---------------------------|------|--------------------------------|-----------------------|----------------|---------------------|-----------------------------------------------------------------------------------------------------------------------|
| Beginning Odometer: | | | | | Van Coordinator: | |
| Ending Odometer: | | | | | Work Shift: | |
| Day | Date | Trip START Odometer Reading | Commute Start Time | # of Riders | Commute End Time | Notes/Comments: |
| 1 | | | | | | <i>*Please record spare van odometer reading as you would with your normal van. Include riders for the day, also.</i> |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | | | | | | |
| 22 | | | | | | |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | | | | | | |
| FOR CATA USE ONLY: | | | | | | |
| Total Miles: | | | Avg. Miles/Day: | | Service Days: | |
| Service Hrs: | | | Total # Riders: | | Avg. Riders/Day: | |
| Notes: | | | | | | |

VANPOOL – MAINTENANCE SCHEDULE

Van # _____

Daily:

- Check for visible body damage
- Check gauges if working correctly
- Check mirrors if clean and clear of fog, ice and/or snow
- Check seatbelts if operational and easily accessible
- Check if brakes working properly
- Check power steering if operating correctly
- Check exhaust system and muffler if making any noise
- Check fuel system for excessive fumes

| |
|--|
| |
| |
| |
| |
| |
| |
| |
| |

Please check box if any defect is found and report it to maintenance.

Date: _____

Weekly:

- Check oil level
- Check coolant/antifreeze
- Check windshield fluid
- Check power steering fluid level
- Check transmission fluid level
- Check brake fluid level
- Check tires for visible signs of wear and tire pressure
- Check head and tail lights, turn signal lights

| |
|--|
| |
| |
| |
| |
| |
| |
| |
| |

Date: _____

Monthly:

- Check wiper blades for wear
- Check belts and hoses
- Check battery cables and water level
- Check heater, defroster and air conditioning
- Check spare tire and jack are serviced

| |
|--|
| |
| |
| |
| |
| |

Date: _____

Preventative Maintenance (every 6000 miles):

- Change oil and oil filter
- Lubricate chassis components
- Visually check for leaks or damage
- Rotate tires and check for wear and inflation pressures
- Inspect brake system
- Check throttle system

| |
|--|
| |
| |
| |
| |
| |
| |

Annually:

- Inspection

PHONE

#

DRIVER NAME: _____

DESCRIBE ADDITIONAL REPAIRS:

MECHANIC'S REMARKS:

LEAVE THIS FORM ON THE DRIVER'S SEAT WHEN BRINGING VAN FOR SERVICE.

**REASONABLE SUSPICION INCIDENT CHECKLIST
(STRICTLY CONFIDENTIAL)**

NAME of PARTICIPANT FOR WHOM YOU ARE REPORTING: _____

DATE/TIME: _____

VAN #: _____

This checklist is to be completed when an incident has occurred which provides reasonable suspicion that a participant is under the influence of a prohibited drug substance or alcohol. You should note all pertinent behavior and physical signs or symptoms which lead you to reasonably believe that the participant has recently used or is under the influence of a prohibited substance. Mark each applicable item on this form and add any additional facts or circumstances which you have noted.

Nature of Incident/Cause for Suspicion

| | |
|--|---------------------------------------------------------------------------------------------------------------------------------|
| | 1. Observed/reported possession or use of a prohibited substance |
| | 2. Apparent drug or alcohol intoxication |
| | 3. Observed abnormal or erratic behavior |
| | 4. Arrest or conviction for drug-related offense |
| | 5. Evidence of tampering on a previous drug test |
| | 6. Other (i.e., flagrant violation of safety or serious misconduct, accident, fighting, abusive language, etc.) Please specify. |

Behavioral Indicators Noted

| | |
|--|-----------------------------------------------------------------------------------------------------------------|
| | 1. Verbal abusiveness |
| | 2. Physical abusiveness |
| | 3. Extreme aggressiveness or agitation |
| | 4. Withdrawal, depression, tearfulness, or unresponsiveness |
| | 5. Inappropriate verbal response to questioning or instructions |
| | 6. Other erratic or inappropriate behavior (i.e., disorientated, talkativeness, confused, etc.) Please specify. |

Physical Signs or Symptoms

| | |
|--|------------------------------------------------------------|
| | 1. Possessing, dispensing, or using prohibited substances. |
| | 2. Slurred or incoherent speech. |
| | 3. Unsteady gait or other loss of physical control |
| | 4. Dilated or constricted pupils or unusual eye movement |
| | 5. Bloodshot or watery eyes |
| | 6. Extreme fatigue |
| | 7. Excessive sweating or clamminess of skin |
| | 8. Flushed or very pale face |
| | 9. Highly excited or nervous |
| | 10. Nausea or vomiting |
| | 11. Odor of alcohol |
| | 12. Odor of marijuana |
| | 13. Disheveled appearance or out of uniform |
| | 14. Dry mouth (frequent swallowing) |
| | 15. Dizziness or fainting |
| | 16. Shaking hands or body tremors/twitching |
| | 17. Breathing irregularity or difficulty breathing |
| | 18. Runny nose or sores around nostrils |
| | 19. Inappropriate wearing of sunglasses |
| | 20. Puncture marks or "tracks" |
| | 21. Other (please specify) |

Written Summary - Please summarize the facts and circumstances of the incident, participant response, supervisor actions taken, and any other pertinent information not previously noted (on back). Attach additional sheets as needed.

Return to: **CATACOMMUTE**, 2081 W. Whitehall Rd., State College, PA 16801; 814-272-5546 (fax); rideshare@CATACOMMUTEbus.com (email)

**CATACOMMUTE
VANPOOL CONFLICT/COMPLAINT FORM**

Complainant's Name: _____ Date: _____

Vanpool # _____ Dispute with _____

Description of incident (date, time, circumstances, etc.): _____

(Use back of page if additional space is needed.)

What steps were taken to correct: _____

Result/Action Taken by Staff:

- _____ Complaint unfounded
- _____ Participant was instructed to change behavior
- _____ Warning issued
- _____ Driver privileges revoked
- _____ Participant terminated

Response provided on: _____ to _____

**CATACOMMUTE
VANPOOL PARTICIPANT**

WITHDRAWAL/TRANSFER FORM

A participant may choose to withdraw from a CATACOMMUTE Vanpool at any time; however the Participant/Driver Agreement and monthly fare will continue in force until the last day of the participant/driver's written required 15-day notice.

I am withdrawing from Van # _____ on _____.

Participant Name: _____

Signature: _____

Date Signed: _____

Reason for Leaving: (confidential – information for agency use only)

_____ Retiring

_____ Other employment

_____ Shift Change

_____ Relocation

_____ Transfer to another Vanpool Group (Van # _____)

_____ Other (please indicate reason) _____

Section 8



Volunteer Vanpool Driver Agreement

This agreement is between the approved volunteer driver and back-up driver (hereinafter called "Driver") and the Centre Area Transportation Authority Commuter Program (hereinafter "CATACOMMUTE"). This agreement shall become effective on the date it is signed below by the approved Driver. By entering into this Agreement, CATACOMMUTE does not actually or impliedly waive any immunity that it may have as a local agency of the Commonwealth of Pennsylvania.

In consideration for participation in the CATACOMMUTE Vanpool Program, the undersigned Driver represents and agrees to:

1. officially register with the CATACOMMUTE RideShare program;
2. participate in the vanpool as a volunteer driver and will only use the vehicle to pick up, transport and deliver other vanpool participants to and from pickup locations ;
3. maintain a valid PA driver's license and notify CATACOMMUTE immediately of any changes or restrictions to operating privileges;
4. authorize CATACOMMUTE to obtain driver record history and criminal background checks, as needed;
5. notify CATACOMMUTE staff within 24 hours of any citation for a violation while operating any vehicle;
6. complete volunteer driver orientation and participant training as required by CATACOMMUTE;
7. operate the van at all times in a manner complimentary to the public nature of the program;
8. keep the van locked when not in use;
9. make sure the fleet fuel card is kept in the van and that personal codes are not kept in the van;
10. be held responsible for conducting pre-trip inspections to assure safe van operations;
11. return the van in the same condition as when delivered (less ordinary wear and tear);
12. supply a secure place for "at home" parking of the van, preferably in a locked garage;
13. not drive over bridges posted to allow vehicles weighing only four (4) tons or less;
14. observe width and height clearance requirements at all times;
15. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service,
16. not drive outside of a 75-mile radius from the Centre Region to pick up and drop off passengers;
17. operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations;
18. be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle while operating it;
19. notify CATACOMMUTE staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report within 24 hours;
20. not use the van to propel or tow any trailer or other vehicle;
21. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
22. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the Vanpool Program;
23. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle.;
24. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;
25. forward fare payments to CATACOMMUTE for the full amount no later than the 5th of each month;
26. act in a courteous manner towards fellow riders and the public, avoiding behavior or communications toward fellow riders or the public that threaten the cohesiveness of the vanpool or damages the reputation of CATACOMMUTE (i.e., verbal, physical or sexual harassment, racial slurs or abuse of any form);
27. abide by all laws, regulations, manuals, policies and requirements established by CATACOMMUTE and the majority of vanpool members, which are incorporated herein by reference;
28. maintain a written copy of the rules for the van you are driving and provide the same to CATACOMMUTE for review;
29. require all riders on your van to have received the Handbook and signed the acknowledgement with CATACOMMUTE before allowing them to ride;
30. not transport any person who is under the age of 18;
31. operate the van only when all passengers are seated and wearing seat belts; driver's responsibility is waived for riders' non-use of a seatbelt;
32. keep appropriate records as required by CATACOMMUTE;
33. immediately resign from driving if any personal health issues render you unsafe to drive;
34. acknowledge that volunteer driver privileges are revocable by CATACOMMUTE at any time for any reason as deemed appropriate by CATACOMMUTE such as for unsafe driving practices, failing to adhere to PA Vehicle Code or vanpool policies and procedures, and inappropriate behavior;
35. be personally and individually responsible and liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and maintenance schedules or to promptly report any concern to CATACOMMUTE about the van's safety or function;

36. immediately report to **CATACOMMUTE** staff any safety or maintenance issues;
37. plan the most direct route to and from work sites;
38. maintain and provide a published pick-up time and schedule for passengers as agreed upon by all vanpool members;
39. have back-up plan in case of van breakdown or emergencies;
40. help recruit and maintain ridership in vanpool;
41. defend, indemnify and hold **CATACOMMUTE** harmless for all damages to person or property that may occur in a collision or accident while driving in violation of the Handbook policies or from health-related issues not reported to **CATACOMMUTE**;
42. not smoke in or within 25 feet of the van;
43. not drink alcohol in the van;
44. indemnify, defend and hold harmless **CATACOMMUTE**, **CATACOMMUTE**, its authorized agents and employees, for any claims of any nature due to acts or omissions in violation of this Agreement or beyond the scope of the limited license to use the van granted by **CATACOMMUTE** limited strictly to the terms of the Vanpool Program, and from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick up, absence of the van or termination of the program;
45. Volunteer driver further acknowledges and agrees to comply with all **CATACOMMUTE** policies and all laws governing the Vanpool Program concerning the prevention of discrimination and harassment. Ridership and participation in the Vanpool program shall not be denied or restricted based on any trait protected by law, such as race, religion, gender, national origin, or disability status. Volunteer driver is responsible for ensuring that his/her van complies with these policies and is responsible for reporting to **CATACOMMUTE** any complaints or concerns that are received concerning this subject matter.

INDEMNITY/RELEASE: I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of **CATACOMMUTE** during my participation in the Vanpool Program. This means that I agree that I am responsible and accountable for my own actions associated with participation in the Vanpool Program. As such, I agree to defend and indemnify **CATACOMMUTE**, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold **CATACOMMUTE**, its officers and agents, harmless for any acts or omissions of any nature by fellow participants in the Vanpool Program, including my removal from a vanpool group, because I agree that they are not agents or representatives of **CATACOMMUTE** and **CATACOMMUTE** is not responsible for them. I understand and agree that Vanpool privileges are revocable by **CATACOMMUTE** any time for unsafe practices and failing to adhere to vanpool policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

CATACOMMUTE agrees to:

1. provide comprehensive coverage for all vans that is at least the minimum required by law. . This is a total insurance limit available to all parties including **CATACOMMUTE** and the Driver. **CATACOMMUTE** will allocate this available limit as appropriate. Driver will pay first \$1000 of damage to van as result of an at-fault collision due to gross negligence.
2. attempt to provide loaner van when the vanpool vehicle is out of service, reserved on a first-come, first-served basis;
3. coordinate maintenance, inspections, and servicing of the van with the Driver;
4. assist Driver in recruiting participants when needed;
5. provide Driver orientation consisting of safe driving practices and vanpool responsibilities
6. attempt to assist vanpool in case of breakdown.

Driver Name (*please print*) _____

Address _____

Phone _____ Email _____

[required]

Van # and/or Name: _____

Signature: _____ Date: _____



Participant Agreement

This agreement is between the participant (hereinafter called "rider") and the Centre Area Transportation Authority Commuter Program (hereinafter "CATACOMMUTE"). This agreement shall become effective on the date it is signed below by the rider. By entering into this Agreement, CATACOMMUTE does not actually or impliedly waive any immunity that it may have as a local agency of the Commonwealth of Pennsylvania.

In consideration for participation in the CATACOMMUTE Vanpool Program, the undersigned participant represents and agrees to:

1. officially register with the CATACOMMUTE RideShare program;
2. pay the fare, as established by CATACOMMUTE, by the end of the month for which service is provided until termination;
3. abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the vanpool members;
4. agree to comply with all provisions of the CATACOMMUTE Vanpool Handbook, of which a copy is located in the van and an electronic copy is located at <http://catabus.com/ServiceSchedules/CATACOMMUTE/Vanpool/index.html>;
5. agree to comply with all provisions of CATACOMMUTE's policies concerning discrimination and harassment and follow the reporting procedures;
6. not bring any personal items of any size and quantity that impact safety, access in or out of the van, or other passenger comfort;
7. be financially responsible for any damage caused to the van by the rider's acts or omissions;
8. act in a courteous manner towards fellow riders and the public, avoiding behavior or communications toward fellow riders or the public that threaten the cohesiveness of the vanpool or damages the reputation of CATACOMMUTE (i.e., verbal, physical or sexual harassment, racial slurs or abuse of any form);
9. notify volunteer driver sufficiently in advance whenever you cannot meet the van's scheduled pick up time or will otherwise not be riding in the van. Individual Vanpools may establish their own time limits for advance notice;
10. be on time and ready to board the van at the designated pick-up time;
11. provide volunteer driver with a minimum of fifteen (15) days' advance notice of planned termination and submit Participant Withdrawal Form to Commuter Services Manager;
12. comply with reasonable requests from the volunteer driver, speak and behave in a reasonable and courteous manner, cooperate with other riders, and demonstrate good personal hygiene as a courtesy to the entire vanpool (including use of cologne/perfume in reasonable amounts, offensive odors, etc.);
13. report any issues of personal conflict among riders to the volunteer driver and attempt to resolve them in a productive manner;
14. not smoke in or within 25 feet of the van;
15. not drink alcohol in the van;
16. notify CATACOMMUTE if a volunteer driver is operating the van in an unsafe manner;
17. wear safety belts properly at all times while occupying the van;
18. help to keep the van clean and tidy;
19. help recruit and maintain ridership in the vanpool;
20. report to CATACOMMUTE any concerns regarding criminal activity, discrimination, harassment, or need for an accommodation;

CATACOMMUTE does not guarantee that any vanpool route will remain in existence for any definite period of time. CATACOMMUTE is not responsible, and shall be held harmless for any and all consequences associated with discontinuance of a particular vanpool route. I further agree to release and hold CATACOMMUTE, its officers and agents, harmless for damages of any nature whatsoever arising out of or resulting from delays, tardiness, failure to make a scheduled pickup, or absence of a van.

INDEMNITY/RELEASE: I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of CATACOMMUTE during my participation in the Vanpool Program. This means that I agree that I am responsible and accountable for my own actions associated with participation in the Vanpool Program. As such, I agree to defend and indemnify CATACOMMUTE, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold CATACOMMUTE, its officers and agents, harmless for any acts or omissions of any nature by fellow participants in the Vanpool Program, including my removal from a vanpool group, because I agree that they are not agents or representatives of CATACOMMUTE and CATACOMMUTE is not responsible for them. I understand and agree that Vanpool privileges are revocable by CATACOMMUTE any time for unsafe practices and failing to adhere to vanpool policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

Name (please print) _____

Address _____

Home or Mobile Phone _____

Email _____ [required]

Van # and/or Name: _____

Signature: _____

Date: _____