



# METRO

Capital Metropolitan Transportation Authority

RideShare Program

Volunteer Driver

## Selection and Retention Criteria

NOTICE: Incomplete applications WILL NOT be processed.

Driver selection and retention is critical to the safe operation of a Capital Metro RideShare Car/Vanpool vehicle. Individuals, indicating interest in assuming driving responsibilities, will be asked to complete a Driver Application, which will serve as a preliminary screening device. From the application, consideration of selection will be based upon the following criteria. Capital Metro RideShare staff members make all driver approvals. All determinations are final.

Additionally, all approved drivers must continue to meet these minimum requirements while they participate in the RideShare program. The driver's official Texas state driving record and proof of insurance card will be reviewed every eighteen (18) months to confirm that these standards continue to be met.

1. **Age** – Applicant must be at least 25 years of age.
2. **OUT-OF-SERVICE-AREA Car/Vanpool** - Primary driver's residence, any pick-up location or the commute destination must be within 70 miles of the Capital Metro service area. Any group that falls into this category is considered an out-of-service-area group and fees are incurred.
3. **IN-SERVICE AREA Car/Vanpool** - Primary driver's residence, all pick-up locations and commute destination must be within the Capital Metro service area.
4. **Employment** - Applicant must have been at current employer for one year, or indicate past stable employment.
5. **Driver's License and Experience** - Proof of a valid and unrestricted State of Texas Driver's License as well as a U.S. driver's license for the preceding five years is required. Applicant must have actually driven a minimum of 2,500 miles a year for the past three years. Restrictions for glasses or contact lenses are acceptable. Others must be reviewed in light of number 9 below.
6. **Traffic Violations and Accidents** - Eligibility will be confirmed by a review of official state driving records.

**Definitions: Incident** - A minor moving traffic violation or a minor traffic accident. **Major traffic violation (lifetime disqualification)** - leaving the scene of an accident in which there is bodily injury; **Major traffic violation (in the preceding five (5) years)** - speeding 21+ miles over the speed limit; school bus flag violation; Alcohol related ticket (DUI, DWI); reckless driving; negligent driving. **Major traffic accident** - Any accident that incurs a claim of over \$15,000 in cost or one, which results in disability or death. **The Standard:** A driver may have up to two minor incidents within the last three years and no major incidents within the last five years to qualify. Additionally, there may be no more than one incident in the last eighteen (18) months.

A person who was previously a RideShare driver and who lost his/her driving privileges due to a traffic violation or accident involvement may apply to be a driver three years after his/her Texas state driving record is clear. The former driver must meet the Selection Criteria and complete driver orientation.

7. **Criminal History** – Applicant may not qualify if s/he has been convicted of a felony or received deferred adjudication or is currently on parole, probation, in a work release program or on conditional release as a result of a conviction or a guilty plea. A conviction may not necessarily be cause for disqualification, but a false statement will. Approval of applicants who are in this category will be made on a case-by-case basis upon review of pertinent records provided by the applicant. Capital Metro RideShare staff members make driver approvals. All determinations are final.

Applicants approved under these circumstances will be placed upon immediate probation for a two-year period. During this period any criminal involvement will result in immediate termination of RideShare driving eligibility. The driver will successfully complete the probation period by presenting certified records to that effect.

8. **Auto Insurance** – Possession of minimum Texas Liability insurance coverage is required of all applicants for his/her own personal vehicle(s) or a personal liability policy even if s/he does not own a vehicle throughout the period s/he is a primary or an alternate RideShare driver. Notify the RideShare office (512-389-7591) of any changes.

Cancellation or non-renewal within the past three years will be closely scrutinized. If the action is related to the applicant's driving behavior, applicant may not qualify. Approval of applications with the above mentioned cancellations or non-renewals will be made on a case-by-case basis upon review of pertinent records provided by the applicant. Capital Metro RideShare staff members make approvals. All determinations are final.



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## Capital Metropolitan Transportation Authority

### RideShare Program

#### Volunteer Driver

### Selection Criteria

Continued

9. **Medical Conditions** - The highest health standards are required of Capital Metro Car/Vanpool drivers. Any condition that would impair a driver's ability to drive the van/car may result in disqualification. Each applicant must complete and sign the Driver Application (including medical condition questions). Approval of applications with medical condition(s) resulting in physical or mental impairment or which may affect driving ability will be made on a case-by-case basis upon review of records provided by the applicant. RideShare staff may require an applicant to provide a doctor's certification of his/her physical condition, at the applicant's cost, to make a determination of the applicant's driving capability. Capital Metro staff members make approvals. All determinations are final. Capital Metro reserves the right to select the physician used in these cases.

All drivers 65 years of age and older may be asked to provide an annual certification of their health signed by a licensed physician that s/he is able to operate a public car/vanpool vehicle and may be required every three years to pass a nationally certified driving test (such as the National Safety Council Test). Additionally, drivers may be required to successfully complete a road test for driver's age 65 and older. Capital Metro staff will determine the driving test.

10. **Alcohol and Drugs** - An applicant may be rejected who has any alcohol or drug related conviction within the last 10 years. Approval of applicants convicted of alcohol or drug related charges will be made on a case-by-case basis upon review of pertinent records provided by the applicant. Capital Metro RideShare staff members make approvals. All determinations are final.

Applicants approved under these circumstances will be placed upon immediate probation for a two-year period. During this probation period any alcohol or drug related conviction would result in immediate termination of RideShare driving eligibility. The Car/Vanpool driver will successfully complete the probation period by presenting a certified report of compliance to the RideShare staff for the probation period.

11. **Certificate of Financial Responsibility (known as a SR-22)** - An applicant who has to file evidence of financial responsibility/SR-22 due to his/her personal driving record may be rejected. Approval of applicants who have filed a SR-22 will be made upon a case-by-case basis upon review of pertinent records provided by the applicant. Capital Metro RideShare staff members make approvals. All determinations are final.

Applicants approved under these circumstances will be placed upon immediate probation for a one-year period. During this probation period any requirement to file evidence of financial responsibility/SR-22 will result in immediate termination of RideShare driving eligibility. The Car/Vanpool driver will successfully complete the probation period by presenting certified proof of compliance during the probation period to the RideShare staff.

12. **Personal Use of Van/Car** - Use of the Car/Vanpool vehicle to conduct business or for carrying of a group of people, other than Car/Vanpool members or household members, is not allowed (i.e., Cub Scouts, church groups, etc.). An applicant who expects to commit the car/van to such use will not be eligible.

13. **Off-Street Parking** - Drivers are expected to provide off-street parking at his/her residence at the end of the commute trip. The driver may park the car/vanpool vehicle in front of his/her home if parking is not available in the driveway.

14. **Driver Training** - All potential drivers must successfully complete the Capital Metro Car/Vanpool driver training course and orientation prior to taking possession of a van/car. Additionally, approved drivers must be willing to complete a refresher training course every two years to maintain driving eligibility.

**NOTICE:** All information submitted to CAPITAL METRO constitutes and is presumed to be public record and as such, may be subject to disclosure under the Texas Public Information Act, unless an exception under such Act is applicable.

EFFECTIVE DATE 12/05/2008



Date Received

Capital Metropolitan Transportation Authority
RideShare Program

VOLUNTEER DRIVER APPLICATION & AGREEMENT

Incomplete applications WILL NOT be processed.

Please circle one: Primary Driver Alternate Driver

If you will replace a current RideShare driver, please list his/her name:

Alternate drivers list the primary driver's name:

NOTICE: All information submitted to CAPITAL METRO constitutes and is presumed to be public record and as such, may be subject to disclosure under the Texas Public Information Act, unless an exception under such Act is applicable.

Form with sections: HOME INFO, WORK INFO, BACKGROUND INFORMATION, SIGNATURE. Includes fields for personal details, employment, license information, and insurance.





Capital Metropolitan Transportation Authority  
RideShare Program

## **VOLUNTEER DRIVER AGREEMENT**

This Agreement establishes the rights and responsibilities of parties as participants in the Capital Metropolitan Transportation Authority (Capital Metro) RideShare program.

The RideShare Program, as referred to below, means the Capital Metropolitan Transportation Authority RideShare program. Driver, as referred to below, means the person, approved by Capital Metro, who operates the Car/Vanpool vehicle as a volunteer driver, (including approved Alternate Drivers) when s/he is functioning as the Driver.

Neither the Driver, nor any Alternate Driver, is an AGENT, servant or employee of Capital Metro; the drivers are independent/volunteer parties participating with others in a ridesharing arrangement (Car/Vanpool). Any vehicle assigned by the RideShare program under this agreement is the property of Capital Metro and this Agreement is a contract to permit use of the vehicle or vehicle(s) in a ridesharing arrangement as provided herein.

**As the Primary Driver, I agree during the term of this Agreement to:**

1. Maintain a valid driver license as required by the State of Texas and comply with any restrictions to such license throughout the period I am a Car/Vanpool driver. Notify the RideShare office immediately when I am no longer in accordance with the established Driver Selection Criteria. Discontinue driving the Capital Metro car/van if I am not eligible to do so.

Maintain liability insurance on my personal vehicle(s) and if I do not own a vehicle maintain a personal liability policy form myself. In addition, I will drive at least 2,500 miles annually to keep my driving skills sharp.

2. Operate the vehicle safely and in accordance with all-applicable laws, ordinances, rules and regulations at all times. Be solely responsible for any citations, and any resulting fees or expenses, I incur through the use or operation of the RideShare vehicle. Further, I will notify the RideShare Office within twenty-four hours if I receive a traffic citation or I am involved in an accident whether in my personal vehicle or a Capital Metro vehicle. I will send proof of the resolution of the citation within thirty days of such resolution, if requested.

3. Drive a car/van daily as a volunteer driver and will use the car/van to pick up, transport, and deliver RideShare members to and from the approved pick-up locations to their drop-off locations, ensuring that the riders arrive at the work location on time and depart at the agreed upon time daily. Further, I agree that use of the car/van for the purposes permitted under this agreement will not be construed as "being engaged in transportation as a business."

4. Abide by all conditions/terms listed in the RideShare Program Guide, in addition to those stated in this agreement and any policy/procedure established by Capital Metro throughout the time I am a Car/Vanpool driver.

5. Collect the monthly fares from all members no later than the first of each month; will not allow any member to ride without collecting the monthly fare and Member Agreement as required; coordinate with the riders to maintain the Car/Vanpool at its maximum membership; be financially responsible for all RideShare fares once received.

6. Not smoke, drink or carry alcohol (even in closed containers), carry or use illegal drugs or carry a weapon while on board the RideShare vehicle.

7. Coordinate all cleaning, maintenance, repair, and required inspection of the van as prescribed in the RideShare Program Guide or by the RideShare staff.

8. Obtain advance authorization from the Vanpool Representative for any out of pocket maintenance expenditure over \$30. Inform the Vanpool Representative within 24 hours of any expenditure less than \$30.

9. Only allow approved RideShare Alternate Driver(s) to drive and only carry approved riders in the Capital Metro vehicle.

10. Promptly pay for the Non-Commute use of the RideShare vehicle on a monthly basis. Also pay of any miscellaneous operating expenses of the car/van as detailed in the RideShare Program Guide, requesting reimbursement from the RideShare office. Capital Metro will not be responsible to collect the cost of gasoline owed to a primary driver by any alternate driver.

11. Report all RideShare accidents/incidents as defined in the RideShare Program Guide to the Vanpool Representative within twenty-four hours. Report any injury to any party immediately. Cooperate fully with Capital Metro staff, its insurer, or other agents or representatives of Capital Metro, in all accident investigations and/or settlements.

12. Keep daily and monthly records as required by the RideShare staff, submitting them to the RideShare office as scheduled in the Program Guide.

13. Recruit sufficient Alternate Drivers to ensure continued operation of the Car/Vanpool in my absence or all members agree vehicle will not operate at these times.

14. Coordinate the provision of a loaner van for qualifying maintenance services as stipulated in the Program Guide. I understand that all loaners are vans.

15. Coordinate the development of rules for the day-to-day operation of the Car/Vanpool (e.g., wait times, radio use, etc.).

16. Coordinate (at my discretion) Non-Commute use of the car/van by the Alternate Driver(s), in exchange for help in driving the van/car when needed (as allowed elsewhere in this agreement).

17. Successfully complete the Capital Metro RideShare Car/Vanpool Driver orientation/training prior to taking possession of or operating a Capital Metro RideShare vehicle. I will also complete refresher driving training as required in the future.



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## **VOLUNTEER DRIVER AGREEMENT**

18. Return the car/van and other items issued (spare keys, bike racks, etc.) in the same condition as when received, ordinary wear and tear and damage which is the subject of a pending collision or comprehensive insurance claim excepted, and will allow the RideShare staff to inspect the car/van and provide a jointly-signed report on its condition. Driver further agrees that damage to the vehicle, which is not attributable to a reported accident, or collision/comprehensive claim, supported by appropriate written reports, will be the sole responsibility of the driver.

19. Ensure that the commute trip pick-up and drop-off locations are entirely within the Capital Metro service area for In-Service area groups or ensure that the car/van will only travel in the approved areas for Out-of-Service area car/vanpool groups.

20. Indemnify and hold harmless Capital Metropolitan Transportation Authority, its authorized agents, employees and approved drivers 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. The driver also agrees to release Capital Metro from liability claims and demands for personal injury; for loss, theft, or damage to personal property; loss of income; consequential damages resulting from delays, tardiness or absence of the RideShare vehicle on particular days; and, for termination of or change to the RideShare program.

### **As the Alternate/Backup Driver, I agree during the term of this Agreement to:**

1. Maintain a valid driver license as required by the State of Texas and comply with any restrictions to such license throughout the period I am a Car/Vanpool driver. Notify the RideShare office immediately when I am no longer in accordance with the established Driver Selection Criteria. Discontinue driving the Capital Metro car/van if I am not eligible to do so.

Maintain liability insurance on my personal vehicle(s) and if I do not own a vehicle maintain a personal liability policy form myself. In addition, I will drive at least 2,500 miles annually to keep my driving skills sharp.

2. Operate the vehicle safely and in accordance with all-applicable laws, ordinances, rules and regulations at all times. Be solely responsible for any citations, and any resulting fees or expenses, I incur through the use or operation of the RideShare vehicle. Further, I will notify the RideShare Office within twenty-four hours if I receive a traffic citation or I am involved in an accident whether in my personal vehicle or a Capital Metro vehicle. I will send proof of the resolution of the citation within thirty days of such resolution, if requested.

3. Be available to drive the RideShare vehicle when the Driver is unable to do so. For this assistance, the Alternate Driver may be allowed to use the van/car for personal use at the discretion of the Primary Driver. Mutual terms of such use shall be agreed upon, in advance, by both parties and be at the discretion of the volunteer primary driver. Failure to meet these terms may affect the Alternate's driving privileges.

4. Assume all responsibilities of the Driver when driving the RideShare vehicle or acting in that capacity.

5. Abide by all conditions listed in the RideShare Program Guide, in addition to those stated in this agreement.

6. Not smoke, drink or carry alcohol (even in closed containers), carry or use illegal drugs or carry a weapon while on board the RideShare vehicle.

7. Indemnify and hold harmless Capital Metropolitan Transportation Authority, approved drivers, its authorized agents and employees 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. The alternate driver also agrees to release Capital Metro from liability claims and demands for personal injury; for loss, theft, or damage to personal property; loss of income; consequential damages resulting from delays, tardiness, or absence of the RideShare vehicle on particular days; and, for termination of or change to the RideShare program.

### **Capital Metro/RideShare Program administrators agree during the term of this Agreement to:**

1. Provide a passenger vehicle for use by the Car/Vanpool group and will provide pertinent licensing, vehicle registration and a vehicle maintenance program. Other reasonable assistance as may be required for its functioning will also be rendered.

2. Provide liability coverage at statutory limits for all authorized users of the RideShare vehicle; for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection.

3. Execute Agreements with all members in which they agree to release approved Drivers and Capital Metro from liability claims and demands for personal injury; from negligent conduct, loss, theft, or damage to personal property; loss of income; consequential damages resulting from delays, tardiness, absence of the van on particular days; and, for termination of or change to the RideShare program.

4. Assist the Driver in maintaining the Car/Vanpool's ridership at its maximum level.

5. Provide the Driver with a Program Guide outlining all policy and operational aspects of the RideShare Program.

6. Provide the Driver with all necessary report forms, including instructions for their completion and a submission schedule.

7. Establish the fare for participation in the Car/Vanpool.

8. Establish a schedule for routine servicing and maintenance of the van/car.

9. Provide a loaner vehicle for qualifying maintenance services as stipulated in the Program Guide on a first come, first served basis. All loaners are vans.



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## VOLUNTEER DRIVER AGREEMENT

10. Provide sample rules and regulations for the daily operation of the Car/Vanpool.

11. Allow the Driver, and Alternate Driver (at the primary driver's discretion), if individually approved in accordance with the standard Driver Selection criteria, to use the van/car for personal transportation during non-working hours. Capital Metro reserves the sole right to decide if the personal use is proper and not excessive as to mileage.

This Agreement shall be effective as of the date of the RideShare Manager's signature. It shall continue in force until the driver gives Capital Metro written notice 30 days prior to the planned date of termination (best efforts to give 30 days notice is acceptable). A Driver or Alternate Driver may terminate the agreement for any reason. Capital Metro may terminate this agreement if, membership falls below the minimum required, operation of the Car/Vanpool becomes inconsistent with the evaluation criteria established by Capital Metro, and/or the program is changed or terminated. Capital Metro may terminate an individual Driver or Backup Driver for involvement in an accident, failure to abide by any of the program's operational policies, unauthorized personal use of the van, failure to abide by any of the terms of agreement, or for other good cause. Termination notification shall be confirmed by telephone, email or mail to the last provided address. The Driver shall cooperate fully in return of all RideShare records, materials, the vehicle and all keys thereto.

This agreement may be modified only by a subsequent written agreement signed by each of the parties. The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the Car/Vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations.

**NOTICE:** All information submitted to CAPITAL METRO constitutes and is presumed to be public record and as such, may be subject to disclosure under the Texas Public Information Act, unless an exception under such Act is applicable.

**INSTRUCTIONS:** Complete the information below, sign where indicated, detach and return with the Driver Application.  
**PLEASE CHECK THE APPROPRIATE BOX BELOW**

### Incomplete applications WILL NOT be processed.

<i>EMERGENCY CONTACT INFORMATION</i>			
Next of Kin	Relationship	Home Phone	Work Phone
Driver's Full Name (As it appears on the Texas Driver License)			
Driver's Signature		Date	

This signed form supersedes any previous Volunteer Driver Agreement.

### RIDESHARE STAFF DRIVER AND/OR GROUP APPROVAL

Carpool/Vanpool Driver applicant is approved to operate the Capital Metro RideShare vehicle. The Car/Vanpool group is approved to operate.		
Administrative Assistant's Signature	Print Name	Date
Account Specialist's Signature	Print Name	Date
RideShare Manager's Signature	Print Name	Date