

Alliance for Community Transportation (ACT) Service Standards for Service Providers

Updated September 2018

I. Introduction

The Alliance for Community Transportation (ACT) has been recognized as the Regional Coordination Council (RCC) for Southeast New Hampshire (Region 10) by the Statewide Coordinating Council (SCC), as authorized by RSA 239-B. The RCC duties are to:

- Facilitate the implementation of coordinated community transportation in the region
- Encourage the development of improved and expanded regional community transportation services
- Advise the SCC on the status of community transportation in their region

In recognition of the fact that coordination of transportation services will be accomplished through contracts with transportation providers for service delivery, ACT has developed common baseline standards for that service delivery. The service standards are expected to provide purchasers of transportation, as well as the users of that transportation, with assurances of consistent standards of coordinated transportation services in Region 10.

To accomplish this coordination, ACT has identified a Lead Agency for POS to oversee POS services and a Coordinator to operate a Call Center and manage daily operations. Service standards will be incorporated into contracts for service delivery and include expectations for reporting service data so that future coordination efforts will be improved and appropriately priced.

II. Definitions

ACT – Alliance for Community Transportation: The organization recognized as the Regional Coordination Council (RCC) for the Southeast New Hampshire region. ACT is a collaborative of organizations “working to expand affordable and efficient community transportation in Southeast New Hampshire”.

ADA – Americans with Disabilities Act of 1990: The law prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. Public transit vehicles and facilities must be accessible to persons with disabilities. Additionally, for those who cannot access or navigate the fixed-route bus service, a paratransit service that compliments the fixed route bus service must be available.

Coordinator – The entity through which transportation demand and service delivery is coordinated; also referred to as COAST or TripLink.

Curb to Curb Service – Demand response transportation wherein the rider is responsible for getting him/herself between the vehicle and the door of the residence or other destination.

Demand Response Service – Transportation services that are delivered to an individual’s location in response to a specific request for service; such services are typically provided as “curb to curb” services.

Door to Door Service – Demand response service in which the driver of the vehicle will provide assistance to the rider between the vehicle and the door of the rider’s origin and/or destination.

Driver – The person operating the vehicle delivering transportation services.

Driver Record Report (Certified) – A driver record issued by NH DMV that covers 7 years of court convictions, 10 years of DWI convictions, and 5 years on crash involvement. The printed report is stamped with a raised seal and stamped with the Director’s signature and the phrase “Certified – True & Correct.”

Driver Record Report (Non-Certified) – A driver record issued by NH DMV that covers 7 years of court convictions, 10 years of DWI convictions, and 5 years on crash involvement.

Federal Transit Administration (FTA) – FTA is the Federal agency within the United States Department of Transportation that provides funding and sets rules, guidance, and best practices for public and coordinated transportation.

Funding Agency – The organization funding the transportation service.

Lead Agency for POS – The entity identified by the RCC to manage the Purchase of Service Program and hold 5310 POS funds, which is the Rockingham Planning Commission.

Lead Agency for Formula Funds – The entity identified by the RCC to provide staffing for RCC activities and receive applicable funds, which is COAST.

Manifest - A daily list of assigned trips issued to the Provider by the Coordinator, to be completed in accordance with the Scope of Services. The manifest will also include information on any special needs of the rider and how that rider will pay for the ride.

Provider – The entity that delivers the transportation service. Unless otherwise agreed upon, the Provider will be responsible for providing both vehicle and driver.

RCC – A Regional Coordination Council, as recognized by the SCC and defined by RSA 239-B, is responsible for facilitating and enhancing the coordination of transportation services in a designated region of New Hampshire.

Region 10 - Identified by the SCC, the Southeast New Hampshire region is comprised of 23 Rockingham County communities, all 13 Strafford County communities, and the two southernmost Carroll County communities.

SCC – The Statewide Coordinating Council, created in 2006 through RSA 239-B, is composed of stakeholders in the state-wide delivery of community transportation services and serves to improve the coordination and development of community transportation throughout the State of New Hampshire.

Trip – The transportation service delivered to an individual from the point of origin or boarding to the destination or point of departure from the vehicle.

Wheelchair - Any mobility device that does not exceed 30 inches in width and 48 inches in length when measured two inches above the ground and a maximum weight of 600 pounds

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for the device and the user combined, including three-wheeled scooters and other non-traditional mobility devices.

III. Insurance

- A. The Provider shall not commence work until it has obtained all insurances required under this paragraph and such insurance has been approved by the Lead Agency for POS. The Coordinator shall be supplied with certificates of such insurance by Provider at least ten (10) business days prior to the initiation of any work:
1. Workers' Compensation Insurance: The Provider shall maintain Workers' Compensation insurance in accordance with the laws of the State of New Hampshire as necessary. In addition to statutory workers' compensation, coverage will include employer's liability with limits of: Each accident \$500,000; disease, policy limit \$500,000; disease, each employee \$500,000.
 2. Commercial General Liability Insurance: The Lead Agency for POS and the Provider shall maintain Commercial General Liability Insurance to include
 - a. Premises operations (bodily injury and property damage): \$1,000,000 per occurrence and \$2,000,000 aggregate
 - b. Products/Completed Operations Aggregate: \$1,000,000
 - c. Personal and Advertising Injury: \$1,000,000
 - d. Medical Payments: \$5,000
 - e. Damage to rented premises: \$100,000 per occurrence
 - f. The Coordinator and its officers, directors, employees, volunteers, and agents shall be listed as "additional insured"
 - g. The Lead Agency for POS and its officers, directors, employees, volunteers, and agents shall be listed as "additional insured".
 - h. That the "Commercial General Liability" will be "at occurrence"
 - i. That the policy will provide for "contractual liability" coverage.
 3. Vehicle Liability: The Provider shall maintain commercial automobile insurance coverage forms:
 - a. Bodily injury and property damage combined single limit per occurrence of \$1,000,000. This coverage shall apply to any auto or all owned, hired, non-owned and leased vehicles.
 - b. Medical Payments: \$5,000
 - c. Uninsured/Underinsured Motorists Liability: \$1,000,000
 - d. Hired/Non-owned Automobile Liability: \$1,000,000
 - e. The Coordinator and its officers, directors, employees, volunteers, and agents shall be listed as "additional insured".
 - f. The Lead Agency for POS and its officers, directors, employees, volunteers, and agents shall be listed as "additional insured".
 4. Umbrella Liability: The Provider shall purchase and maintain additional limits of liability coverage above the required commercial automobile insurance and commercial general liability limits, as umbrella liability on an occurrence basis, in the amount not less than \$2,000,000 each occurrence and \$2,000,000 aggregate.
 - a. The Coordinator and its officers, directors, employees, volunteers, and agents shall be listed as "additional insured"
 - b. The Lead Agency for POS and its officers, directors, employees, volunteers, and agents shall be listed as "additional insured".
 5. Directors & Officers Liability: \$1,000,000/\$1,000,000 to include non-compensated Directors and Officers.
 6. Employee Dishonesty or Fidelity Bond: The Provider shall maintain an Employee Dishonesty or Fidelity Bond in the amount of \$25,000

- B. Provider agrees to furnish the Lead Agency for POS with a certificate of insurance evidencing that the Lead Agency for POS and Coordinator are listed as “additional insured” on the Provider’s Commercial General Liability, Umbrella Liability coverage, and commercial automobile insurance coverage as outlined in this Agreement. Prior to cancellation of any coverage for which Coordinator is required to be named an additional insured, Coordinator shall be provided with written notice of cancellation of such policy by mailing or physically delivering to Coordinator such written notice of cancellation, stating the reasons for cancellation, at least: (1) 10 days before the effective date of cancellation if such coverage is to be canceled for: (a) Nonpayment of premium; or (b) Substantial increase in hazard; (2) 60 days before the effective date of cancellation if such coverage is to be canceled for any other reason.
- C. The insurances specified in paragraphs A (1) through A (6) shall be obtained from an acceptable insurance company authorized to do business in the State of New Hampshire and shall be taken out before work is commenced and kept in effect until all work required to be performed, under the terms of this Agreement is satisfactorily completed. The Provider shall forward a copy of the required certificates of insurance identifying the required coverage and effective dates as well as additional insured status to the Lead Agency for POS and Coordinator on an annual basis. Deductibles under the above specified insurance policies shall be reasonably satisfactory to the Lead Agency for POS.
- D. The policy shall provide cross coverage with respect to liability claims of any one insured against any other insured.
- E. There shall be no exclusion on the commercial general liability insurance policy for any abuse, molestation or sexual assault by employees of the contractor.

IV. Service Parameters

A. Services Covered

- 1. The Service Parameters in this Section (IV) apply to coordinated transportation services funded by Section 5310 and performed by multiple providers.
- 2. The Service Parameters for transportation services funded by Section 5310 and performed by a single provider, for that provider’s clients, will be negotiated separately by the Provider, the Lead Agency for POS, and the Coordinator. These parameters shall be included in the Scope of Work of the transportation services contract.
- 3. The Service Parameters in this Section (IV) may be used as a template for the negotiated Service Parameters of a single-provider service.

B. Service Type

- 1. The Provider will provide Curb to Curb demand response services, unless otherwise agreed upon through the Service Contract scope of work.
- 2. Shared rides, wherein multiple passengers (perhaps from different Funding Agencies) are on-board the vehicle, will be provided whenever possible.
- 3. A wheelchair-accessible vehicle that meets ADA standards must be used for clients in wheelchairs who require transportation. A rider who uses a wheelchair but who can transfer without any assistance may request service in a non-wheelchair-accessible vehicle if the wheelchair can be stowed on-board.

C. Service Timing

- 1. Passengers will be allowed 5 minutes to report for boarding measured from the time the vehicle arrives at the pick-up address and the driver notifies passenger of the vehicle’s arrival. If rider fails to acknowledge the vehicle presence and report for boarding within 5 minutes, the driver will obtain instructions from the dispatcher. Normally in this situation the dispatcher will attempt to contact the rider by phone.

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Drivers may arrive at the address no more than 5 minutes before the scheduled pick-up time. Exceptions may be made in specific circumstances for the safety of the client. All exceptions will be noted on the driver manifest.

2. The standard for on-time performance shall be service delivery up to 10 minutes after the scheduled pick up time; early departures with the consent of the rider are considered "on-time".
3. Excessive ride times are to be avoided. Factors such as medical condition of the passenger and the urgency of the trip may be considered in defining acceptable trip length. In general, acceptable ride times will be defined as a maximum of 60 minutes or no more than twice the average time to drive the trip in a private automobile (whichever is greater) while employing the shared-ride concept whenever possible. Any complaints with respect to acceptable ride times will be communicated to the Coordinator and reviewed to determine if any adjustments are warranted.
4. The Coordinator recognizes that the Provider may find it desirable to provide trips at a time different from what had been scheduled. The Coordinator may negotiate the trip time with the passenger and/or have the Provider staff interface directly with the passenger solely for the purpose of negotiating trip schedules. If such negotiations do not amend the assigned trip, the Provider will be required to provide the service assigned by the Coordinator.
5. The Provider will inform the Coordinator of any difficulties experienced in transporting riders, whether related to scheduling, safety, behavior, or other reason. Such notice should be provided on an approved form to the Coordinator within 24 hours of the problem's occurrence.

D. Service Interruption

1. The Provider will consult with the Coordinator before cancelling service due to inclement weather. Under no circumstances will riders be left "stranded" without access back to their homes.
2. Emergencies
 - a. On-board emergencies (including but not limited to passenger bleeding, difficulty breathing, loss of consciousness, seizure, suicide threat, violent outburst, etc) must be communicated immediately to dispatcher.
 - b. Drivers will communicate the nature and severity of the emergency and will be advised as to the best course of action.
 - c. Passengers not involved in the emergency must be transported to their destinations within a reasonable period of time, either on the original vehicle or in a Provider-provided relief vehicle.
 - d. The Coordinator must be informed as soon as possible of any emergencies directly involving the vehicle or passengers, but in no case more than 24 hours after the event.

E. Conduct Toward Passengers

1. Courteous and respectful behavior is expected of all parties involved in the scheduling, dispatching and delivery of the rider's trip. Under no circumstances should a customer be spoken to harshly, abusively, loudly, or disrespectfully.
2. The Provider may refuse to transport any person or persons who are a threat to the health, safety, or welfare of the Provider's employees or other passengers. The Provider must consult with the Coordinator prior to any refusal of service except in emergency situations where safety dictates immediate action.

F. Constraints on Passengers

1. Passengers are not permitted to drink, eat, or smoke while on the Provider vehicles.

2. Passengers are expected not to be disruptive to other passengers or the driver.
3. Passengers may be limited to two bags or packages, but more may be permitted if space allows; bags or packages must be stored safely out of the aisles/walkways.
4. Passengers are expected to follow basic safety rules, including seat belt use, when applicable.

G. Children

1. Age: Children under the age of 18 may not ride unaccompanied by an adult unless a separate agreement exists between the Lead Agency for POS , Coordinator, Funding Agency and Provider under a specific contract for service.
2. Safety restraints: Persons under the age of eighteen must use safety restraints per NH RSA 265:107-a. If a child must use a "child restraint system" per RSA 265:107-a, the accompanying adult shall be responsible for providing that restraint and shall be responsible for properly securing it with the vehicle's seatbelts.

V. Vehicle Standards, Inspections and Maintenance

- A. The Provider will provide the Lead Agency for POS a list of all vehicles used to provide services under this Agreement, including VIN, license plate numbers and Provider's own vehicle identification numbers, prior to initiating service.
- B. The Provider will have its name clearly displayed on the vehicle to the extent required by state law, at a minimum near the passenger entry door, as well as the name or logo of the coordination program, such as "The Community Rides".
- C. The Provider will keep all vehicles fully licensed and inspected as required by the State of New Hampshire. Providers must comply with all state and local vehicle registration, permitting and regulatory requirements.
- D. The Provider will have an effective program of regular and preventive maintenance to ensure that all vehicles used for ACT services remain in proper working order. The Provider must follow the preventive maintenance procedures recommended by the vehicle's manufacturer, at a minimum.
- E. Drivers shall perform daily vehicle safety inspections prior to beginning each day's service. Vehicles failing the daily inspection, per the attached criteria, shall not be used in service until the failure is corrected. Written pre-trip inspection reports shall be maintained on file for not less than one year at the Provider's facilities for compliance review and shall be made available to the Lead Agency for POS for review upon request.
- F. Vehicles will be equipped with the following:
 1. Seat belts for each vehicle occupant and an emergency seat belt cutter
 2. Two-way communications
 3. Heating and air conditioning sufficient for riders' comfort
 4. Snow tires or all-season radial tires
 5. Chock blocks, UL-rated Class ABC fire extinguisher sized appropriately for the vehicle, safety reflectors, and flashlight
 6. A first-aid kit plus a biohazard bag.
- G. The Lead Agency for POS reserves the right to inspect the Provider's vehicles used in providing services at any reasonable time, scheduled or unscheduled, and to order the immediate removal from service of any vehicle not in compliance with the vehicle standards referenced herein.
- H. The Provider will keep service records to document maintenance performed on all vehicles used in providing services to the Lead Agency for POS, and will provide them to the Lead Agency for POS, upon request.

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- I. The Provider will have any vehicle's accident damage, to the extent the damage falls within the "out of service criteria" or would preclude the vehicle passing NH State Inspection, repaired before the vehicle is used in service to transport ACT services.
- J. The Provider shall ensure that the vehicle interior and exterior are clean before providing service.

VI. Driver Standards

The Provider will ensure that the Lead Agency for POS has a list of the individuals who may or will be assigned to operate vehicles to deliver ACT services and will ensure that the following mandatory requirements are attained for drivers assigned to provide ACT services:

- A. Qualifications
 1. The Provider's drivers must have and maintain a current valid operator class license appropriate for the vehicle being operated.
 2. Drivers will have and maintain a good driving record. The Provider will ensure that each driver has a current "Certified" or "Non-Certified" Driver Record Report on file, updated annually, as well as a driving record that includes all other states in which they lived during the past 10 years. The Provider will require Drivers to self-report any driving infractions that will appear on subsequent driving record checks. Drivers with records that indicate any of the following violations in available driver records will be disqualified from ACT services:
 - Convictions for driving under the influence of drugs or alcohol
 - Reckless driving/driving to endanger
 - Leaving the scene of an accident
 - Driving without a license
 - Driving with a suspended license
 - Repeated moving violations as defined by the state issuing the license
 3. Provider will ensure that Drivers of vehicles requiring a Commercial Driver License will have provided the information required under the Federal Motor Carrier Safety Administration (FMCSA) 49 CFR Part 383.35.
 4. The Provider will ensure that the following background checks are made for each Driver upon hire, or before commencement of service under this program, and at least every 5 years thereafter:
 - a. The BEAS State Registry, per RSA 161-F:49.
 - b. Criminal Record Check obtained for their drivers through the NH State Police, Drivers who live in, or have lived in, other States within the past 10 years must have a similar criminal background check from those States, as well.
 - c. NH State Police Sex Offender Registry. Drivers who live in, or have lived in, other States within the past 10 years must have a similar criminal background check from those States, as well.
 5. Provider will require Drivers to self-report any incidents or convictions that will subsequently appear on future checks of the above registries.
 6. Drivers who have a record resulting from the above-noted checks:
 - a. Will be excluded from service if convictions include:
 1. Violent crimes
 2. Felony convictions
 - b. May be considered for a waiver from exclusion by the Lead Agency for POS, if so desired by the Provider

7. Drivers will participate in and be subject to the Drug & Alcohol Testing program described in Section IX.
8. Drivers must be at least twenty-one (21) years of age.

B. Performance: Drivers will:

1. Perform their duties with due regard for the safety, comfort and convenience of passengers and their property.
2. Be courteous and exemplary in speech and action while transporting passengers.
3. Comply with all state and local laws regarding the speed and method of operation of vehicles.
4. Properly secure wheelchairs and their users.
5. Wear clothing which is neat and clean in appearance, appropriate and not so loose as to be a hazard to safe operation of the vehicle.
6. Wear identification nametags/badges.
7. Open and close vehicle doors when passenger(s) enter and exit the vehicle.
8. Provide assistance to passengers with no more than two (2) bags or packages, up to 20 pounds per package.
9. Contact the dispatcher before leaving a designated pickup location without picking up the passenger(s) as well as when encountering problems such as passenger(s) not being ready, incorrect addresses or addresses which are inaccessible to wheelchair users.
10. Announce their presence at the specified entrance of the building of trip origin in an attempt to locate the passenger(s) if the passenger(s) does not appear for the pickup at the scheduled time.
11. Refrain from eating or drinking in vehicles and guard against the smoking, eating or drinking in vehicles by passengers.
11. Not SMOKE in the vehicle at any time, whether a passenger is on board or not.
12. Not play loud music or other AV equipment that may interfere with the safe operation of the vehicle or may be annoying to passengers. Portable devices with headphones are not permitted to be worn by drivers while they are on duty and/or operating a vehicle.
13. Never leave a vehicle unattended when passengers are onboard, except in an emergency. In such an emergency, passengers may be left in the vehicle or removed to the surrounding environment: whichever is safer. This section does not apply to circumstances in which a driver temporarily leaves a vehicle to assist other clients in entering and leaving the vehicle, or announcing the presence of the vehicle in accordance with item "10" in this section.
14. Whenever leaving the vehicle, it must be secured to prevent accidental uncontrolled movement or unauthorized use.
15. Ensure that only the driver occupies the driver's seat.
16. Not permit, under any circumstances, for the vehicle to be used to push any other vehicle, nor for their vehicle to be pushed with another vehicle.
17. Not, under any circumstances, speak harshly to or discipline any passenger.
18. Not accept personal tips or gratuities.

C. The following are not permitted by drivers:

1. Use of or being under the influence of alcoholic beverages, intoxicating liquors, narcotics or controlled substances of any kind (excluding doctors' prescriptions that do not impair driving ability) while on duty.
2. Use of physical force to settle a dispute with a fellow employee, passenger(s) or the general public while on duty. In self-defense, a driver may use no more force than is reasonably necessary.

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- D. The Coordinator has the right to require the Provider to disallow from Coordinator service delivery any driver whose conduct or performance does not comply with the requirements stated herein, or if not specifically noted in these requirements, a driver whose behavior or conduct warrants, to a reasonable standard, such removal from service to the Coordinator.

VII. Driver Training

- A. The Provider must ensure that all drivers delivering ACT services have, at a minimum, the following training requirements:
 - 1. Familiarization with the vehicle being operated
 - 2. Completion of an approved Defensive Driving course; refresher training approved by the Coordinator will be required at least every three years
 - 3. Training on Wheelchair Lift and Securement (If operating lift equipped vehicle); refresher training approved by the Lead Agency for POS will be required upon acquisition of new equipment/technology for such mechanisms and/or every three years
 - 4. Emergency and accident procedures; refresher training approved by the Lead Agency for POS will be required at least every three years
 - 5. Completion of a passenger assistance training program; abbreviated instruction in passenger assistance techniques may be provided prior to the driver's first day of service, but full PAT training should be obtained within a year
- B. Compensation to drivers for time spent attending training sessions will be the responsibility of the Provider.
- C. Written documentation of training received by each driver will be maintained on file by the Provider and made available for review upon request by the Lead Agency for POS.

VIII. Mobility Devices

- A. The Provider will ensure safe transport of all persons in wheelchairs, including three-wheeled scooters and other non-traditional mobility devices.
- B. The Provider will ensure that wheelchairs are secured in the vehicle in the designated securement location.
- C. If providing ADA-paratransit service or any other service available to the general public the Provider may not deny service
 - 1. to a person using a wheelchair or other mobility device on the grounds that the mobility device cannot be secured or restrained satisfactorily by the vehicle's securement system
 - 2. to an individual who refuses to permit the use of such restraints to the mobility device.
- D. The Provider may suggest that a person using a wheelchair transfer to a seat in the vehicle, but shall not require the individual to transfer.
- E. The Provider will allow individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle lift to enter the vehicle, provided that the lift is equipped with handrails or other devices to assist standees in maintaining their balance.

IX. Drug and Alcohol Awareness and Testing

- A. The Provider will comply with all relevant FTA and FMCSA regulations that cover drug and alcohol testing.

- B. Providers whose safety-sensitive employees are not subject to FTA or FMCSA drug and alcohol testing shall administer a non-DOT Drug and Alcohol Testing Program.
- C. The non-DOT Drug and Alcohol Testing Program will be as similar to a DOT Drug and Alcohol Testing Program as possible,
 - a. Types of testing will include at a minimum:
 - i. Pre-Employment Drug Screening
 - ii. Random Drug and Alcohol Screening
 - iii. Post-Accident Drug and Alcohol Screening
 - iv. Reason Suspicion Drug and Alcohol Screening
 - v. Return to Duty Drug Screening, unless the Provider has a “zero tolerance” policy
 - b. Safety-sensitive individuals shall include:
 - i. Driver
 - ii. Dispatchers
 - iii. Supervisors
 - iv. Mechanics employed by the Provider
 - v. Anyone who controls dispatch or movement of revenue service vehicles
 - c. Substances to be tested for will include at a minimum any substances which are tested for in DOT Drug and Alcohol Testing Programs.
- D. The Provider will ensure that every safety-sensitive employee associated with ACT services receives a copy of any DOT or non-DOT Drug & Alcohol policy and signs the confirmation of receipt contained therein.
- E. The costs associated with the development and implementation of the Drug Alcohol policy and testing performed in accordance with this section will be borne by the Provider.

X. Incident & Accident Reporting

The Provider shall report to the Coordinator all accidents and incidents (as defined below) that occur during the provision of ACT services.

- A. Accidents
 - a. Definitions:
 - i. A “vehicle accident” is defined as “the vehicle making contact with an immobile or mobile object”
 - ii. A “passenger accident” is when an injury or possible injury occurs to an individual who is boarding, being transported, or de-boarding the vehicle, unrelated to a “vehicle accident”.
 - b. Reporting requirements: The Provider will notify the Coordinator immediately or as soon as possible after notice is provided to the Provider by the driver. The driver involved will prepare a written report by the end of that business day, which the Provider will immediately forward to the Coordinator.
- B. Incidents
 - a. Definitions
 - i. A “vehicle incident” is differentiated from a “vehicle accident” by the lack of contact with another object, yet involves the vehicle’s use while transporting any passenger. Examples may include a complaint that a vehicle was left unattended, or perhaps a complaint of poor driving.
 - ii. A “passenger incident” is when a passenger has engaged in or been subject to behavior or actions that are improper such as verbal or physical abuse, inappropriate contact or other behaviors generally considered unacceptable by or to passengers.

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- b. Reporting requirements: The Provider will notify the Coordinator as soon as possible after notice is given to the Provider by the driver. The driver involved will prepare a written report by the end of that business day, which the Provider will forward to the Coordinator by the end of the next business day.

The Provider will be circumspect in its conveyance of information regarding incidents and accidents, will provide information as necessary to the Coordinator and the authorities (insurance, law-enforcement), and will be guarded in its comments to the media about such situations.

XI. Records/Reporting

The Provider will be responsible for maintaining separate records for services provided to the Lead Agency for POS. Trip records will be maintained by the Provider for at least one fiscal year after the delivery of service. Trip records will be on Lead Agency for POS -provided forms that should be transmitted electronically to the Lead Agency for POS. Records to be maintained by the Provider will include, but are not limited to:

- A. Driver and safety-sensitive employees' employment, licensing, training, drug/alcohol testing records
- B. Vehicle data & maintenance records
- C. Operating data*:
 - a. Vehicle hours
 - b. Revenue (or loaded) hours
 - c. Vehicle miles
 - d. Revenue (or loaded) miles
 - e. Total passenger boardings
 - f. Farebox revenues collected by Provider
 - g. Number of unduplicated riders
 - h. Number of trips by wheelchair users
 - i. Number of occasions of use of a child safety restraint
 - j. Number of user cancellations
 - k. Number of no-shows by users
 - l. On-time performance data (on-time, late, missed trips)
 - m. Trip purpose
 - n. Service disruption reports
 - o. Town of origin
 - p. Destination town

* Note: Operating data requirements may be amended through the contract "scope of work" to account for specific funding program requirements and/or data recording constraints of the web-based coordination software.

ADDENDUM

Vehicle “OUT OF SERVICE” Criteria

Immediate “Out of Service” Criteria *

1. **Any** safety problem that may injure a passenger, such as sharp edges
2. **Any** inoperative front or rear directional lights (side directional lights can be inoperative)
3. More than one (1) headlight out
4. More than one (1) brake light out
5. More than one (1) tail light out
6. More than three (3) clearance lights out
7. Any brake problems
8. Any steering problems
9. Any tires that show less than 4/32 of tread for steer and 2/32 for drive wheels
10. A break in the front windshield that reduces the operator's visibility. As defined by any of the three following cases:
 - any crack or stone bruise bigger than a quarter in the travel path of the windshield wipers; or
 - two cracks that intersect anywhere in either windshield; or
 - any crack that begins to split open on either windshield
11. Any broken or missing suspension parts

Criteria that should require a call to Dispatch to discuss *

1. Any vehicle showing more than “full” or less than “add” on the oil dipstick
2. Any broken windows
3. Any vehicle body damage/problems
4. Any overheating problems (*shut down vehicle immediately*)
5. Anything that “common sense” deems unsafe

** if any of these criteria are met during the course of a shift and while out on the road, drivers must, as soon as is reasonably and safely possible, pull over the vehicle, call dispatch and wait for further instruction.*

IF A VEHICLE IS NOT SAFE OR IS OTHERWISE “UNSATISFACTORY”, DISPATCH MUST BE CONTACTED IMMEDIATELY AND THE CONDITION NOTED ON THE INSPECTION REPORT AND/OR ON THE MANIFEST.