

ENROLLMENT FORM

INSTITUTION NAME					DBA		
BILLING ADDRESS							
STREET				CITY		STATE	ZIP
LOCATION ADDRESS				# TOTAL HEADCOUNT	# RESIDENTIAL UNITS	ECO PASS TYPE	
STREET		CITY	STATE	ZIP	(IF APPLICABLE)	(REQUESTED)	
1.						<input type="checkbox"/> Regular <input type="checkbox"/> Express	
2.						<input type="checkbox"/> Regular <input type="checkbox"/> Express	
3.						<input type="checkbox"/> Regular <input type="checkbox"/> Express	
AGREEMENT PERIOD				CLIPPER® CARD QUANTITY			
START DATE:			END DATE:				
CONTACT INFORMATION							
	NAME	TITLE		EMAIL	PHONE		
<i>Primary Eco Pass Coordinator</i>							
<i>Back-up Eco Pass Coordinator</i>							
PROGRAM ADMINISTRATION							
<ul style="list-style-type: none"> VTA recommends participant photos to be printed on the back of each Clipper® Eco Pass card. This service is offered at VTA's discretion and may be discontinued at any time. Select Yes if your institution needs assistance with photo printing. May VTA identify your institution as a member of the Eco Pass Program in promotional material? Is your institution required by a local city ordinance to enroll in a commuter benefits program such as the VTA Eco Pass Program? 						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED MATERIALS

Email the following to ecopass@vta.org and a VTA staff member will contact you.

INSTITUTION TYPE				
DOCUMENT TYPE		Employer	Residential	University / College
		Letter of Intent <i>Define eligible participants</i>	<ul style="list-style-type: none"> Include work site(s) and number of eligible employees at each work site Verify ineligible participants (e.g. interns) 	<ul style="list-style-type: none"> Verify ineligible participants (e.g. residents over the age of five)
	Supporting Headcount Documentation <i>Verify number of eligible participants</i>	<ul style="list-style-type: none"> Payroll or HR management system report listing all employees at each work site IRS Form 941 (Employers Quarterly Federal Tax Return) IRS Form 944 (Employers Annual Federal Tax Return) EEO-1 Annual Employer Information Report 	<ul style="list-style-type: none"> Official Demographic Summary Report (e.g. residential or birth date roster capturing number of units and residents per unit) Reports submitted to public agencies or management bodies Studies prepared during the development approval process (for new communities not yet fully occupied) 	<ul style="list-style-type: none"> For Students: Census Enrollment Report For Employees: see <i>Supporting Headcount Documentation for Employers</i>

Institution and its participants shall abide by the Eco Pass Program Terms & Conditions (attached).

TERMS AND CONDITIONS

This agreement (“Agreement”) is made between the Santa Clara Valley Transportation Authority (VTA), and an employer, residential community, college or university (hereinafter an “Institution”) named on the Agreement.

The purpose of this Agreement is to promote transit ridership by providing annual transit passes valid on VTA services, to be distributed by the Institution to the Institution’s eligible participants. Transit passes shall be known as Eco Passes and shall be furnished on Clipper® electronic fare cards subject to the following terms and conditions.

1. PARTICIPANT COUNTS AND RATES

Rates for Eco Pass contracts are as set forth in the VTA Fare Tariff and are deeply discounted relative to all other VTA fares. In order to be eligible for the program, Institutions must contract for Eco Pass for their entire employee, resident, or student population.

Definition of population headcount for contract purposes shall generally follow these principles:

- **For Employers:** Contracts shall cover all employees whose place of work is in Santa Clara County. Optionally, employers with multiple facility locations within Santa Clara County may choose to contract only for selected facility locations. Contracted headcount shall include all full-time employees as well as all members of any other class of workers to whom the pass is made available including part-time employees, contractors, or staffing agency employees. Employers shall provide acceptable documentation to support contract headcount figures. While availability or suitability of documents will vary by size and category of business, some examples of acceptable documentation include the following:
 - IRS Form 941 (Employers Quarterly Federal Tax Return)
 - IRS Form 944 (Employers Annual Federal Tax Return)
 - EEO-1 Annual Employer Information Report
 - Payroll or HR management system report, with a transmittal on letterhead signed by a responsible corporate officer
- **For Colleges and Universities:** Contracts shall cover all enrolled students and may optionally also cover all employees. Student enrollment figures shall be as documented in publicly available reports. Employee counts, if applicable, shall be supported by the same documentation that is required of other employers. Employee headcount shall include all full-time employees as well as all members of any other class of workers to whom the pass is made available including part-time employees, contractors, or staffing agency employees.
- **For Residential Communities:** Contracts shall cover all residents ages 5 and older. Population headcounts shall be supported by reports submitted to public agencies or management bodies, residential rosters, or studies prepared during the development approval process (for new communities not yet fully occupied).

Eco Passes may not be provided or resold to individuals outside the Institution or otherwise not part of the population as defined for contract purposes. Institutions may charge eligible participants for Eco Passes but may not charge any more than the per capita rate for the Institution as stated in the Institution’s Agreement with VTA, plus any card fee required by VTA.

Violation of any of these provisions may result in termination of this Agreement and loss of Institution’s eligibility for future participation in Eco Pass.

2. RECORD KEEPING

Institution shall maintain an inventory of all Clipper® Eco Pass cards received from VTA and a log of card serial numbers and names of assigned cardholders. Upon request by VTA, Institution shall submit population headcount reports and complete listings of Clipper® Eco Pass card assignments to participants, by location if applicable. VTA reserves the right to audit headcount reports (including payroll records or other relevant information) to verify the number of eligible participants at the Institution's location(s).

3. PAYMENT

For new annual contracts, full payment is due prior to or upon receipt of Clipper® Eco Pass cards unless a payment schedule has been agreed upon between the Institution and VTA. Payment shall include the calculated rate for annual Eco Passes, plus the one-time fee for a specified quantity of Clipper® cards, as discussed further in Section 8 below. Payments for renewals of annual contracts are due by December 15th of the expiring contract year, or risk the deactivation of all Institution’s Eco Passes.

Payments for additional Clipper® Eco Pass cards requested during a contract period are due prior to delivery of cards. Institutions with outstanding balances are not eligible to participate in the Eco Pass Program until past balances are settled. Any proration based on contract effective dates will be applied on a monthly basis.

4. ELIGIBLE SERVICE AND FARE VALIDATION

Standard Eco Passes are valid fare for all VTA-operated fixed route Bus and Light Rail services, excluding premium fare special event service.

For use on VTA Bus service, Eco Pass cards shall be tagged on the Clipper® reader mounted on the bus, upon boarding the vehicle. For use on VTA Light Rail, Eco Pass holders are required to tag their Eco Pass cards on a Clipper® card reader on the station platform before boarding. Eco Pass holders are subject to all VTA's fare inspection regulations.

The standard Eco Pass is not honored on Highway 17 Express, Dumbarton Express, Caltrain, Monterey-Salinas Transit, Altamont Commuter Express (ACE) or other services not directly operated by VTA.

The optional **Express** Eco Pass is available at an additional cost and is also honored as valid fare on the Highway 17 Express, Dumbarton Express and Monterey-Salinas Transit (MST) service as follows:

- On the Dumbarton Express, participants from Institutions with contracts for Express Eco Pass can use Clipper® Eco Pass cards the same as they would on VTA operated service. The Express Eco Pass is honored for full fare.
- For Express Eco Pass participants using the Highway 17 Express or MST services, VTA shall provide annual holographic “E” stickers to be affixed to employee photo ID badges. Participants shall present the badge and sticker to the Highway 17 Express or MST coach operators upon boarding. The sticker together with the badge will be honored for full fare. The Clipper® Eco Pass card does not have to be presented. The **E** sticker is not honored for fare on VTA Bus or Light services, so if a rider needs to use both the Highway 17 Express (or MST) services and also VTA services, they will need to carry both the Clipper® Eco Pass card and the employee photo ID with **E** Sticker.

Employer Eco Pass contracts also provide credit equal to the VTA Adult Base Fare towards a One-Way Trip on VTA's complementary ADA paratransit service. No credit will be provided for any other type of paratransit trip, including premium services or service charges.

5. ECO PASS CARDS AND PHOTOS

VTA will issue a supply of Clipper® cards pre-loaded with Eco Passes to Institution for distribution to eligible participants. The initial quantity of cards supplied by VTA shall be as specified and accounted for in the executed Eco Pass agreement. To lessen the opportunity for fraud and misuse and for the sustainability of the Eco Pass program, VTA recommends that the Institution print the participant's name and photo on the back of each Clipper® Eco Pass card. Upon request from an authorized representative of the Institution, and at VTA's sole discretion, VTA may maintain the card supply for Institution and provide photo-printing services.

6. CLIPPER® CARD FEE

Effective October 3, 2016, any Clipper® Eco Pass cards supplied pursuant to new Eco Pass contracts or additional Clipper® Eco Pass cards furnished to current Eco Pass contracting Institutions are subject to a one-time \$3.00 fee per card. This is a fee for the cost of Clipper® cards, as determined and assessed by the Metropolitan Transportation Commission, manager of the Clipper® program.

7. PARTICIPANT TERMINATION

Institution shall promptly notify VTA, in writing, of any participant's change in eligibility. Institution shall notify VTA no later than 30 calendar days from the date of the participant's change in eligibility and shall provide the corresponding Clipper® card serial number for those participants who have lost eligibility in the Eco Pass program, including but not limited to employees no longer with the company, students no longer enrolled or staff no longer employed with the college/university, or individuals who no longer reside in the residential community.

8. HEADCOUNT CHANGES

Institution is required to notify VTA, in writing, within 30 calendar days of any significant increase in the participant headcount for the current contract period. For this purpose, “significant” shall be defined as an increase of **5%** or more above the currently-contracted headcount for Institutions with less than 10,000 participants, or any headcount increase of **500** or more for Institutions with 10,000 or greater participants. Upon receiving such notification, VTA will invoice Institution for the additional headcount based on the per-capita rate(s) established in the agreement, pro-rated for the remainder of the contract term. Institution shall make payment for the change within 30 calendar days of receiving VTA's invoice.

Institution may request contract adjustments for significant headcount decreases of 10% or more above the currently contracted headcount. Requests for contract adjustments will only be considered if the Institution at the same time provides an equivalent number of Clipper® Eco Pass card serial numbers to be deactivated. If adjustments are accepted, VTA will credit the Institution for the change in headcount for the number of months remaining in the contract term.

9. LOST OR STOLEN CLIPPER® ECO PASS CARDS

Institution shall report to VTA immediately any time it is notified that a Clipper® Eco Pass card has been lost or stolen. VTA will then initiate deactivation of the Eco Pass and blocking of the Clipper® card through the Clipper® program. After notification to VTA, if Institution has received a supply of Clipper® Eco Pass cards, Institution may provide a replacement card to the participant who reported the loss. Institution shall provide no more than one (1) replacement Eco Pass to any single individual during the term of the contract. A limit of one (1) replacement per individual shall also apply to contracts for which the Institution does not maintain a card inventory and for which VTA prints photos on Clipper® Eco Pass cards.

10. EMERGENCY RIDE HOME PROGRAM

Only Employer Eco Pass participants are eligible to use VTA's Emergency Ride Home Program during the term of this Agreement on any day when their travel from home to work utilizes VTA Bus or Light Rail services.

11. IMPROPER USE OF ECO PASS

The Eco Pass and other VTA fare media are nontransferable and therefore, cannot be sold, transferred or duplicated. Transfer of the Eco Pass constitutes fare evasion, a violation of California Penal Code 640. VTA has the right to deactivate any or all passes if VTA believes that the Eco Pass Program has been misused in any way by an Institution. VTA also reserves the right to pursue claims or demands against, or seek prosecution of, anyone who transfers, duplicates, alters, or commits unauthorized use of the Eco Pass with the intent to defraud. The amount of liability may be equal to the annual cost of an Adult Express Pass.

Institution shall notify participants at the time of distribution that Eco Passes are nontransferable to family or friends. In the case of repeated instances of participants' misuse of Eco Passes, the Institution bears the risk of termination from the program without refund.

VTA may deactivate any Eco Pass if there is reason to believe that the Eco Pass was issued based on false information provided by Institution or that the Eco Pass has been transferred to a non-eligible person.

12. CONTRACT TERMINATION

Institution may terminate this Agreement by giving VTA written notice at least 60 calendar days prior to the termination date. All Eco Passes loaded on Clipper® cards issued to the Institution will be deactivated upon the termination date. VTA shall issue Institution a prorated refund for the unused period.

VTA may terminate this Agreement at any time with or without cause. Upon such termination, VTA will immediately block use of the Eco Passes and shall return Institution's payment on a prorated basis within 30 calendar days of the termination date. Termination due to improper use, fraud or other violations of this Agreement shall be ineligible for refund.

13. MODIFICATION

VTA reserves the right to change these terms and conditions at any time. Notice of any modifications will be posted to the web at www.VTA.org/EcoPass and will be communicated by email to program coordinators or other recognized points of contact for participating Institutions.

14. NO ASSIGNMENT

Institution shall not assign or transfer this Contract or any portion thereof without the prior written consent of VTA. Additionally, Institution shall not subcontract any part of its Services other than to those subcontractors that may be identified herein. Any assignment, transfer, change or subcontract in violation of this Contract shall be void.

15. PERSONALLY IDENTIFIABLE INFORMATION ("PII")

Because Eco Passes are furnished on Clipper® electronic fare cards, Eco Passes are subject to MTC's privacy policy, which can be found here: <https://www.clippercard.com/ClipperWeb/privacy.do>.

How VTA Uses Personally Identifiable Information

VTA will use the personally identifiable information in order to process the following services: card replacements, card printing, card audits, contract renewals, and aggregated anonymous reports of travel pattern data, as discussed in Section A below. VTA does not sell or rent personally identifiable information to any third party. VTA will not disclose personally identifiable information to any third party not affiliated with us, except for disclosures to contracted service providers who assist VTA in the administration of the program, and disclosures that are required by law, as discussed in Section B below. VTA contracted service providers shall not share personally identifiable information and limits their use of gathered information to advance their ability to deliver requested services to VTA.

A. Travel Pattern Data

Travel Pattern Data is information associated with a Clipper® card's trip start and end points, routes used, and date(s) and time(s) traveled. Individual Clipper card Travel Pattern Data is aggregated and provided to institutions as anonymous usage data.

B. Disclosure of Personal Information as Required by Law

In the State of California, laws exist to ensure that government is open and that the public has a right to access appropriate records and information possessed by state and local government. At the same time, there are exceptions to the public's right to access public records. These exceptions serve various needs, including maintaining the privacy of individuals. Both state and federal laws provide exceptions. All information collected becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists. In addition, we will disclose personal information when required by law, or if we have a good-faith belief that such action is necessary to (a) comply with a current judicial proceeding, a court order or legal process served on us, (b) protect and defend our rights, or (c) protect the rights, property, and other interests of our users or others. Information in anonymous, aggregated form may be shared freely.

16. ENTIRE AGREEMENT

This Contract contains the entire Agreement between the parties hereto for the term stated and cannot be changed or altered except by written Agreement signed by all parties hereto. Neither party shall be bound by any oral agreement or other understandings contrary to or in addition to the terms and conditions as stated herein.

17. AMENDMENT

Except as expressly provided herein, the provisions of this Contract shall not be altered, modified or amended except through the execution of a written amendment executed by VTA and Institution.

18. GOVERNING LAW

The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Institution and VTA, without regard to conflict of law provisions.

19. FORUM SELECTION

Institution will resolve any claim, cause of action or dispute (claim) that Institution has with VTA arising out of or related to this Contract in a state or federal court located in Santa Clara County, California. Institution agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.

20. NONWAIVER

Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein by law or its failure to properly notify Institution in the event of breach or its acceptance of or payment for any Services hereunder shall not release Institution from the representations or obligations of this Contract and shall not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.

21. SEVERABILITY

If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Institution shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof shall not be affected thereby.

22. AUTHORIZED REPRESENTATIVE

Authorized Representatives shall be as identified on the signature page of the Eco Pass Agreement. Authorized Representatives, or assigned designees, have authority to authorize changes to the scope, terms, and conditions of this Agreement, as set forth herein.

23. NOTICES

Notices shall be in writing and be addressed to the Authorized Representatives at the addresses set forth on the signature page of the Agreement.

In addition to the aforementioned sections, the following sections (24 - 30) apply to Universities and Colleges only:

24. PARATRANSIT SERVICES

Per VTA Fare Tariff, no credit will be provided for any type of Paratransit trip, including premium services or service charges. San Jose State University Students currently participating in the Eco Pass Program AND who are eligible for VTA's Paratransit services, shall receive a credit from VTA equal to the Adult Single Ride fare toward a Paratransit One-Way Trip; no credit for any other type of Paratransit trip shall be given.

25. EMERGENCY RIDE HOME PROGRAM

Students, Faculty, and Staff are not eligible for the Employee Emergency Ride Home Program.

26. STUDENT, FACULTY AND STAFF TERMINATION

At the end of each quarter/semester, colleges shall email EcoPass@vta.org a list of card serial numbers of all students no longer enrolled or students, faculty and staff no longer eligible for an Eco Pass.

27. STUDENT TRANSPORTATION AND PROGRAM FEES

Colleges may charge eligible participants for Eco Passes, plus any card fee required by VTA, but may not charge more than the per student rate for the specified academic year as stated in the Institution's Agreement. Colleges with transportation or other fees related with Eco Passes shall provide VTA with a breakdown of the student's quarter/semester total fees including the cost of their Eco Pass.

28. STUDENT CENSUS DATA

The calculated total payment due for each quarter/semester will be based on publicly available student census reports. Adjustments for any concurrent students who attend campuses simultaneously to avoid being double counted shall be explained on a letterhead transmittal signed by the management representative of the responsible department. After the close of each quarter/semester enrollment period, the official census data shall be emailed immediately to EcoPass@vta.org.

29. INVOICE AMOUNT

Student rates for Eco Pass contracts are as set forth in the VTA Fare Tariff. Invoices will be based on the number of students as of the census date, as well as, any faculty and staff as documented by supporting documents.

30. PAYMENT SCHEDULE

Payment for all passes shall be remitted within 30 days after the beginning of each quarter/semester, or within ten days after its census data of total student enrollment for that quarter/semester, which ever date comes later. If payment is not remitted within 90 days of the start of a quarter/semester, the past due amount will be sent to collection. Colleges with outstanding balances are not eligible to participate in the Eco Pass Program and all Eco Passes will be deactivated until past balances are settled.