

San Francisco Paratransit Program

Rules of Operation

Reference Manual

February 2003

San Francisco Paratransit Program

Rules Related to Individual Riders of the San Francisco Paratransit Program - ADA & Non-ADA Services

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San Francisco Paratransit Program

Eligibility

Muni's Paratransit Broker will screen each applicant for ADA (Americans with Disabilities Act) paratransit certification to determine the individual's functional ability to use available fixed-route services operated by the Muni. This is done by using the regional eligibility process established by the Bay Area transit agencies, in conjunction with the Metropolitan Transportation Commission (MTC). Currently, a properly completed ADA regional application is required to start the process. The Paratransit Broker may request a "second-level" assessment, which could include a telephone interview of the applicant, an in-person interview of the applicant, and/or, if authorized by the rider, a professional verification of the applicant's information stipulating the applicant's inability to use fixed-route service. A third-level functional assessment, might also be conducted at the Broker's discretion. If a third-level evaluation is required, the applicant will be directed to the location in San Francisco where such an assessment will be conducted. If necessary, transportation to and from the location will be provided at no cost to the applicant. The cost for the third-level assessment will be paid for by the Paratransit Broker's office.

While an applicant must have a disability or impairment related condition, an applicant will not be qualified or disqualified on the basis of a specific diagnosis or disability. Qualified applicants will be certified under the following categories as stipulated by the ADA and will be issued an identification card. The ID card will indicate the term of eligibility and may show conditions placed on an individual's ADA paratransit certification, including eligibility for certain trips. Applicants whose eligibility has expired will be subject to recertification. While terms of eligibility may vary, the maximum term of eligibility under any circumstances is three (3) years.

Category 1: Due to an individual's inability to use the fixed route systems.

This category indicates the applicant is unable to independently navigate the fixed-route systems of Muni or BART. The applicant is unable to board, ride, or disembark from a Muni bus/train/streetcar or BART train car some or all of the time.

For example, the individual is unable to:

- Wait, either standing or seated, more than 15 minutes;
- Get on or off a lift (or ramp) equipped vehicle without assistance (except for the lift operator's assistance);
- Grasp handles or railing, coins or tickets;
- Maintain balance while seated on a moving vehicle;
- Identify correct bus, train, or stop; or,
- Understand transit directions needed to complete the trip.

Category 2: Due to inaccessibility of the fixed-route system.

This category indicates the applicant is functionally able to independently navigate, board, ride, and disembark from an accessible Muni or BART vehicle, but such a vehicle is not available for the particular trip being requested. This means Category 2 riders must use accessible Muni or BART vehicles whenever they are available.

For example, the system may not be accessible when:

- Vehicles on the route the individual wishes to use are not accessible
- A wheelchair in common use cannot be accommodated on the vehicle;

- There is not at least one accessible car per train; or
- ADA key rail stations the individual wishes to use are not accessible.

Category 3: Due to an individual's inability to get to the system.

This category includes individuals who have specific impairment-related conditions that, in conjunction with the environment, prevent them from traveling to or from a fixed-route boarding location some or all of the time.

For example:

- The individual's impairment prevents traversing terrain necessary to access fixed-route service;
- Weather conditions interact with an impairment-related condition to prevent necessary travel;
- Temporary variations in the health or functional ability of the individual prevent travel to or from fixed-route service;
- The individual's mobility impairment prevents travel beyond a certain distance, and the particular station or stop is beyond that threshold; or,
- Visual, cognitive, or developmental impairment prevents travel to or from a station or stop for exceptional (non-routine) trips.

All registrants may be asked by the Broker about their ability to use fixed-route services for any and all paratransit trips requested.

Only a specific impairment-related condition, which prevents the individual from traveling to a boarding location or from a disembarking location, is a basis for Category 3 eligibility. A condition that makes traveling to or from boarding or disembarking locations more difficult than for a person who does not have the condition, but would not prevent a reasonable person with the condition from the travel, is not a basis for Category 3 eligibility.

Environmental conditions and architectural barriers not under the control of the public entity do not, when considered alone, confer eligibility. Paratransit service must be provided, however, when these factors, combined with the person's specific impairment-related condition, prevent travel to or from a boarding location.

ADA Conditional Eligibility

Individuals may be certified conditionally eligible. This means that the individual is eligible for some trips on paratransit, but is able to use fixed route for other trips. This determination will be made based on the individual's functional ability as it relates to the three eligibility categories described above.

Rides will be scheduled only if the individual:

- Is an ADA-certified consumer in the Bay Area regional ADA database;
- Is listed as certified in the Broker's ADA customer data base; or,
- Has submitted a properly completed application that has not been processed after 21 calendar days of receipt, in which case applicant is granted presumptive eligibility.

Service will be restricted by eligibility category and other ADA-required regulations. Certification may be re-assessed or revoked for persons whose eligibility was granted based on information which is

later found to be inaccurate, false, or which has changed significantly enough to warrant a change in category or status.

Service to Visitors

The visitor policy currently allows for ADA-certified riders from outside the nine-county Bay Area to access the San Francisco Paratransit system with their eligibility from their home system for a maximum of any 21 days in a 12-month period. Visitors shall provide evidence of their eligibility in their home system upon request. To continue using the San Francisco Paratransit system after 21 days of use under the visitor policy will require the individual to apply for eligibility under the process described under these Rules.

ADA Eligibility (Denial) Appeals

It is the policy of the San Francisco Paratransit Program to ensure full compliance with the ADA requirements on eligibility determinations and appeals. An individual having applied for ADA eligibility and who is determined to be either ineligible or conditionally eligible must have an opportunity to appeal the initial decision. (See Rule on Eligibility.) An individual must have an opportunity to present, in person or in writing, information and arguments for reconsideration.

An appeal form will be provided to the appellant with the denial letter, or a letter possessing the same information may be completed and submitted to the San Francisco Paratransit Broker. Additional evidence documenting eligibility within 60 calendar days of the date of the denial or determination of conditional eligibility may be sent as well. The appeal request must be submitted within 60 days from the date of the eligibility denial, or no hearing will be held and the appeal will not be considered.

Once received, the appeals request will undergo an administrative review conducted by the Paratransit Broker's Certification Manager. If in the administrative process the Paratransit Broker overturns the denial based on new information, the appeal will not go forward and the applicant will be granted eligibility. Otherwise, the appeal, if timely filed, will be forwarded to the appeals panel for a hearing. All hearings will be scheduled as soon as possible but not later than 30 days from the date of receipt of the appeal request. After the appeal is heard and a decision rendered, the Broker will forward a "Notice of Appeals Status" to the applicant/appellant with the decision of the Appeals Panel.

The Appeals Panel is comprised of three to five persons. A minimum of three members will be present at a hearing. The panel shall include at least one representative of consumers of paratransit service, usually a member of the Paratransit Coordinating Council (the PCC who are riders or agencies whose clients receive paratransit services), a transit property representative, and a medical professional. All panel members will be carefully selected to ensure that none played any role in the original eligibility decision. Panel members will disqualify themselves at the hearing should they have a conflict of interest that would bias their decision on the individual's eligibility appeal.

Once the appeals panel has heard the appellant's case, the panel has 30 days to render its decision. The appellant will be notified in writing of the panel's decision. If a decision is not made by the 31st day, appellant may request use of paratransit services until a decision is made.

If the appeals panel upholds the original eligibility decision made by the Paratransit Broker's office, then the applicant may reapply for new or modified eligibility when his or her functional ability to use the fixed-route system changes. If this occurs less than six months from when the eligibility decision was rendered, the applicant must complete and submit a one-page form detailing how his or her

functional condition has changed. Documentation from a professional verifying a change in this condition should supplement this request.

If after applying for recertification, a previously certified rider is denied ADA eligibility and the rider requests an appeals hearing within the 60 day allotted period, eligibility will not be suspended during the pendency of the appeal.

Broker's Office

The Paratransit Broker's office shall be centrally located and shall be fully accessible and in compliance with the access requirements of the ADA. Certified riders and/or their representatives may conduct business pertaining to the San Francisco Paratransit Program including submitting certification and recertification applications, obtaining photo identification, obtaining a debit card, purchasing paratransit taxi scrip, purchasing a Muni Lift-Van Fast Pass, augmenting credit to a debit card, filing a complaint, obtaining program information or assistance with service problems, meeting with program personnel, and other related business.

The Broker's office shall be open for such business between the hours of 9 am and 4:45 pm Monday through Friday, excluding official Muni holidays (see policy on Holidays). Persons entering the Broker's office may not smoke, block access, disrupt business or engage in otherwise abusive behavior towards Broker staff or other persons. Persons who violate this Rule face possible removal or legal action.

Any individual transacting business with counterfeit money, stolen checks, checks written on closed accounts or checks returned for insufficient funds may be subject to legal action in accordance with state and local laws. Additionally, riders doing so may be suspended from transacting further business and using Paratransit service until all pending matters have been cleared or corrected. Repeated violations may result in further suspensions as described in the disciplinary policies contained in these Rules.

Official Holidays

It shall be the practice of the San Francisco Paratransit Program to observe the same official holidays as Muni. These currently are New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. During these days, the Broker's office shall be closed to the public; however, essential paratransit services (taxi and van) will be available during these days. There shall be no subscription trips on these holidays. If a rider requests standing order(s) on these holidays, the rider must call at least the day before to schedule his or her ride(s).

Access to Information about ADA Services

Pertinent information will be made available in accessible formats (large print, American Braille, ASCII electronic file on diskette, audio tape) upon request. The Broker will also provide sign interpretation if an applicant or certified rider gives reasonable advance notice (usually three business days) prior to visiting the Broker's office. The Paratransit Program will adhere to the requirements of the ADA when determining which materials will be made available in alternative formats.

Foreign Languages

Pertinent information about service, including the *Riders' Guide*, will be made available in Chinese, Russian, Vietnamese and Spanish. The Broker's office will also maintain staff who are fluent in these languages.

Photo Identification

The San Francisco Paratransit Broker shall issue a photo identification card to each rider certified in the program. If rider possesses an identification card issued by the Broker, such card shall be presented upon boarding a taxi or upon request of the lift, group van or ADA Access (formerly known as mixed mode) operator. If for health or other legitimate reasons, which have been communicated to the Broker, a rider is unable to obtain a San Francisco ADA photo identification card from the Broker, a rider shall at all times when accessing the paratransit system possess his/her letter of eligibility issued by the Paratransit Broker at the time of certification. Such letter shall contain the name and address of the registered rider, his/her ADA identification number, any category of eligibility with description of any conditions of eligibility and a date of expiration for eligibility. Riders shall present this letter, along with any government-issued photo identification, upon boarding a taxi, or upon request of the lift, group van or ADA Access operator.

San Francisco ADA Paratransit Photo identification cards/debit cards will be replaced free for riders one time per three-year period if that card is lost/stolen or misplaced. After the first free replacement, cards will be replaced at a fee of \$5 per card. Demagnetized cards will be remagnetized or replaced, upon surrender, at no charge one time per year. Thereafter, the \$5 fee will be charged.

SF ADA Photo identification will be required of riders or their representatives when transacting business with the Broker's office. When purchasing scrip, a Muni Lift-Van Fast Pass or single ride tickets, a rider shall present his/her paratransit issued identification or letter of eligibility and any official government-issued photo identification (see list below). If a caregiver or other individual is purchasing scrip or Muni Lift-Van Fast Pass on behalf of a certified rider, the individual must present the rider's proof of eligibility and his or her government-issued photo identification.

In addition, photo identification may also be required for other transactions processed at the Broker's office. Types of photo identification acceptable to conduct transactions in current and valid form shall include the San Francisco ADA Paratransit photo ID, California Identification Card, California Driver's License, US Passport, Regional Transit Discount Card ID and United States Military ID. Facsimiles of any of these are not acceptable. Persons under 18 years of age may use another form of official photo identification such as a school-issued photo ID.

Reservations

Taxi reservations will be accepted on the day service is needed. It is recommended that individuals call to request a ride no later than 30 minutes before the ride is needed. To ensure the best service, a rider should call the taxi company of his/her choice as early as possible on the day of service. Day-ahead reservations may be accepted by some taxi companies but are not a requirement of the San Francisco Paratransit Program.

Wait trips of any length are not permitted on any mode of paratransit service in the San Francisco Paratransit program. Riders should never expect drivers, even those of taxi services, to wait for them while they conduct personal business, nor should riders expect drivers to perform personal errands or duties on their behalf. The San Francisco Paratransit Program cannot be used by non-certified riders to run errands for certified riders or transport empty wheelchairs or wheelchairs in disrepair, or perform any other services other than transporting certified riders. The use of taxi scrip to compensate taxi drivers for wait trips is prohibited.

For lift-van and ADA Access service, reservations will be accepted up to seven days in advance. Reservations will be taken from 7:00 am to 6:00 pm daily, including holidays, for trips one to seven days in advance. Generally, same day requests are not provided; however, the service providers may

accommodate a limited number of same-day requests based on available service capacity. Unexpected needs, such as unplanned medical appointments, mobility aid breakdowns, or emergencies (including illness of service animals) will be given first priority for same day service. In most cases, confirmation of a request will be made at the time of the service request. In other cases, a rider may have to be called back for confirmation. Changes to origin, destination, pick-up or drop-off times on the day of a prescheduled ride constitutes a same-day trip request for purposes of these Rules. (See Rule on Rider Cancellations, Lateness, and No-Shows for Lift Van and ADA Access, below.)

Subscription service is available only on the lift-van and ADA Access programs. Subscription trips may not exceed 50% of any service provider's capacity in any given hour of the service day. Consequently, subscription service requests are neither guaranteed nor permanent. Subscription service requests will be accepted on a first-come, first-served basis. Additionally, to qualify for subscription service, a ride requested must be from the same place, to the same place, at the same time(s), on the same day(s) of the week, for at least 30 days. Trip requests not meeting these guidelines will not be scheduled as subscription trips. On the official holidays, there are no subscription trips. On those days, passengers needing service must call at least the day before to schedule service. (See Rule on Holidays.) Agencies already using group van service may not use subscription service for their riders outside of the group van program. Subscription trips are not available on lift van or ADA Access to individuals going to agencies served by group van.

Riders may not use subscription service to reserve space on vehicles. Abuse of subscription service by a rider, including excessive cancellations, changes or rescheduling, may result in loss of subscription service privileges for that rider.

Riders must reserve space for attendants or fare-paying companions at the time the ride is originally reserved. For children accompanying a certified rider who weigh less than 40 pounds and/or are under the age of five, the rider, or accompanying adult, must provide and secure his/her own appropriate child safety seat.

Rider Cancellations, Lateness, and No-Shows for Lift-Van and ADA Access

There is no penalty for cancellation of a trip more than six hours in advance of the requested trip time. The following definitions for cancellations and No-Shows shall apply:

No-Show

A No-Show occurs when the vehicle arrives at the designated origin location within the pick-up time window (which is five minutes before or fifteen minutes after the promised* pick-up time), and the rider:

- Does not board within five minutes after the arrival of the vehicle (and the driver announces his or her presence at the door), if the vehicle arrives within the on-time window;
- Refuses the ride, unless due to late arrival or lack of driver assistance;
- Is not present at the appointed location after the driver announces his or her presence; or,
- Is not ready for transport at the scheduled pick-up time.

*The promised time is the pick-up time given a rider at the time of reservation.

Late Cancellation

Passengers must cancel unwanted trips at least one hour in advance of the promised pick-up time. Any trip that a rider fails to cancel directly with the service provider, either by phone call or voice mail message, at least one hour in advance of the promised pick-up time, is considered a late cancellation.

In addition, riders using lift-van or ADA Access service may not make origin/destination changes on the day of service. Doing so constitutes a cancellation and requires a same-day request to be made. Same-day service is not guaranteed. (See rule on Reservations.)

A documented pattern of late cancellations (less than one hour before the scheduled trip), excessive cancellations, No-Shows, or lateness for reasons within the passenger's control, will result in service denial as described under the Rule on Suspension of Service, below.

Scheduling

Trips will be scheduled based on the rider's request to be at a certain location at a particular time, or to be picked up at a particular time. The promised pick-up time will be communicated to the passenger at the time the reservation is made. All lift van, ADA access and group van service is shared ride. Scheduling of trips will allow time for others to board, ride and disembark.

When a rider requests a specific pick-up time, the broker may negotiate an alternate time within one hour before or after the requested time. If the request is for a specific drop-off time, a pick-up time will be computed allowing for shared ride service, and a time of up to one hour before the determined pick-up time may be negotiated with the rider. Non-acceptance of any offered times fitting within these parameters constitutes a refusal and not a denial.

"On-time" Service

1. *For Lift-Van Services and ADA Access Service* - The vehicle is considered "on-time" if it arrives to pick up the passenger any time within a 20-minute window, from five minutes before the promised pick-up time to 15 minutes after the promised pick-up time. Riders are encouraged to board as soon as the vehicle arrives but must board within five minutes of the promised arrival time of the vehicle. Drivers must advise the rider of their arrival. However, riders will not be obligated to board before their promised pick-up time. As a courtesy to other riders and to maintain the shared ride schedule, passengers are encouraged to be ready to board at the beginning of the on-time window.

Example:

Promised time of arrival given by reservation agent:	9:05 a.m.
On-time window for vehicle arrival:	9:00 - 9:20 a.m.

If the vehicle arrives before 9:00 am, the passenger may board upon arrival, but must board by 9:10 a.m., beginning with assistance from the door if needed. Time changes by the lift-van operator on the day of service must be communicated and accepted by the rider.

If the vehicle arrives between 9:00 a.m. and 9:20 a.m., the passenger may board upon arrival of the vehicle, but must board within five minutes of the promised arrival time of the vehicle.

A delay in boarding by the passenger of more than five minutes after the promised arrival of the vehicle within its established on-time window may result in being considered a "No-Show" (see Rule

on Cancellations). Riders will not be assigned a "No Show" if the vehicle arrives more than 15 minutes past the promised pick-up time, and the rider refuses the ride due to this lateness.

Schedules will allow adequate time for passengers to complete boarding and disembarking from the vehicle. Boarding chairs (on-board collapsible wheelchairs) may be used to assist the rider to board. Consumers who prefer to use boarding chairs must make this request at the time the reservation is placed.

Upon arrival at the pick-up location, the driver will exit the vehicle, announce his or her presence, and identify himself or herself as San Francisco Paratransit and by name. A rider will not be assigned a "No Show" if the driver fails to make his or her presence known by ringing the doorbell, knocking, announcement, or other communication. When a rider fails to appear for the ride, the driver will ask his or her dispatcher to call the consumer before leaving the pick-up location, if a number has been provided.

2. *For Taxi Services* - For those using the taxi and ramp taxi services, "on-time" performance shall be defined as taxi companies responding within 30 minutes from the time the taxi was requested. Anything over 30 minutes but less than 59 minutes shall be considered late, and over 60 minutes shall be considered missed, regardless of whether or not the taxi shows up.

3. *For Group Van Services* – Riders using the Group Van program generally are given a pick-up window. Unless otherwise advised by the service provider, riders should anticipate a pick-up within the prescribed window. Because service for the Group Van program is usually coordinated with group centers or programs, on-time performance shall be based on arrival at the group center or program at the time established with the center. On-time service shall be no later than 15 minutes or earlier than five minutes from the established arrival time.

Driver Assistance

The Program provides for assistance to riders only to the extent necessary for the rider to get to the vehicle (as described below) to board, disembark, or stow a limited amount of personal belongings.

Generally, taxi service is curb-to-curb. Lift-van, ADA Access, and Group Van service is door-to-door for passengers requiring assistance. However, because drivers must, for safety reasons, stay within the "line of sight" of their vehicle, passengers cannot be escorted past the ground floor lobby of any residence or public building or the threshold of the main entrance to a private residence. If a rider needs the passenger lift to board a vehicle, the driver will assist.

Drivers will reasonably assist riders when entering and exiting the vehicle. Riders should ask drivers for specific assistance when needed. Drivers will also assist passengers, if requested, to and from the main door of their origin or destination. This includes:

- Identifying themselves to the passenger as San Francisco Paratransit and by name. Upon request, the driver will also identify him or herself by company name;
- Offering a steadying arm or other appropriate guidance or assistance when walking;
- Assistance on stairs for ambulatory (non-wheelchair using) passengers;
- Assistance in helping wheelchair users to and from the main door of the building or residence; or,

- Assisting wheelchair users on ramps to and from the main door of their origin or destination.

The driver will also assist with a reasonable number of packages, defined as the amount the driver can carry in one trip from the vehicle to the door; for example, two grocery sized bags (combined weight not exceeding 25 pounds) or a collapsible shopping cart with bags in it.

In addition to packages that the driver will assist with, passengers may bring any number of packages they and/or their companions or Personal Care Assistants can handle and can be reasonably accommodated in the vehicle.

Safety permitting, drivers may assist a person in a manual wheelchair with one or two steps or a curb in the event of no curb cut.

Service Delivery Options

Where multiple providers are available to offer the same service (for example, taxi, ramp taxi and ADA Access), the rider may choose the service provider used to schedule/deliver a trip. This does not apply to the group van program or the lift-van program. Group van and lift van riders will be expected to ride with the assigned operator and on the assigned vehicle, which could be a sedan, minivan, ramp-equipped minivan, standard van or a lift-equipped van depending on the mobility needs of the passenger. To the extent feasible, the service provider will consider requests from riders expressing a need for special consideration due to a particular need. Riders may only choose service providers within their registered mode.

Service Area

ADA-certified riders are entitled to service to all points within the San Francisco Paratransit service area -- generally, within the City and County of San Francisco and including Treasure Island and portions of northern San Mateo County) -- where the requested pick-up or drop-off is within ¼ mile of an operational Muni route or within a ¾-mile radius of the Daly City BART station. Riders are not entitled to service outside the defined service area. The Broker will assist riders in obtaining information regarding paratransit services in adjacent jurisdictions.

Stair-Assist Trips

Stair-assist trips are not required under the ADA and therefore may be controlled by the San Francisco Paratransit Program, including the number of stair-assist trips that may be provided to any rider in any month. In addition, for safety reasons, very specific standards are applied to all stair-assist trips. All rules applying to stair-assist trips are identified in this Rule.

Stair-assist service is available only at the primary residence of the certified rider. Service is provided only on public stairways (for example, common-use stairs leading from the lobby of an apartment building to the second floor where apartments are located) and not provided in stairways of private residences. If a return trip were needed to the primary residence, stair-assist service would be made available on the return trip as long as the destination is the primary residence of the rider.

The Broker's office or its designee will approve a location for stair-assist service only when the following conditions are met:

- The number of steps is less than 24;
- No more than two turns (maximum 180 degrees each) per stairwell;

- Stairs are equipped with handrails (not loose);
- Stairs are not cracked or carpeted ; and
- Exterior steps must be equipped with skid strips if the stairs are exposed to the elements or are made of granite, marble or similar smooth surfaces.

A rider in a manual wheelchair, who does not, together with the wheelchair, exceed a combined weight of 250 pounds, may request stair-assist service. Upon such request, the Broker and/or its designee may take up to three business days to conduct a site visit and render a determination. The service provider may provide no stair assist service until the approval process has been completed. Once approved, the rider may contact the service provider directly to arrange for service subject to any limitations established by the Broker.

Approval to obtain stair-assist service is not permanent. Random and periodic review of conditions listed above, which led to approval, will be conducted and changes in these conditions could lead to suspension of this service. Drivers may also initiate a review of the conditions that led to approval. Any decision to suspend or terminate stair assist service will be communicated to the passenger by the Paratransit Broker's office. Immediate suspensions will be made only in cases of danger or compromise to safety for the passenger, driver or equipment. Subscription service (standing orders) is not available for stair assist trips.

Condition of Mobility Devices

It is the responsibility of the passenger to ensure that all mobility devices are maintained in clean and proper working condition. Proper working condition for purposes of this provision means that all mobility devices shall be maintained in accordance with manufacturer specifications. Any time that a service provider deems a mobility device is not in proper working order, a rider shall be so warned by the service provider and the Broker will be notified. Continued operation of an improperly maintained mobility device on the paratransit system may result in notification to the passenger by the Broker that services could be suspended until the necessary repairs are performed. In the event that such disrepair is determined to be a safety risk to the passenger, other passengers, the driver, or the paratransit vehicle, the passenger may immediately be denied service. Service would be restored upon the passenger taking the necessary corrective action to bring the mobility device to proper working order.

Personal Care Assistants and Companions (applies to Lift-Van and ADA Access)

At the time of ADA application and certification, a rider must indicate whether he or she travels with a Personal Care Attendant (attendant). An attendant is authorized when a rider, because of his or her disability or health status, requires assistance of a level beyond that which the driver can perform, to complete travel. This would include assistance of a personal nature. When making a reservation, the rider must indicate if the attendant will be accompanying the rider on that trip. If a rider who is certified as using an attendant makes a reservation without indicating that his or her attendant will be accompanying the rider on the trip, the attendant will be transported only on a "space available" basis. The service provider and the driver will make that decision at the time of boarding. Attendants must always begin and end their trip with the rider. (For transport of children, see page 8, Rule on Reservations).

One fare-paying companion in addition to an attendant accompanying a rider to and from the same origin and destination will be allowed on all modes of San Francisco Paratransit, provided the rider notifies the reservationist when making a trip reservation. This allows other scheduled passengers adequate space in the vehicle. Additional companions are permitted strictly on a space available basis and must pay a fare for transport except for taxi and group van. (See policy on Fares.)

Passengers intending to transport any mobility device, other than the one they are using themselves, must notify the service provider at the time of the ride request. A companion or an attendant who is able to manage the device during transport must accompany these riders. All mobility devices being transported are subject to the Rule on Lift and Securement Use. Small extra mobility devices, such as a walker or collapsible wheelchair, will be transported by the driver, subject to the guidelines for packages under the Rule on Driver Assistance, above.

Certified riders are responsible for the actions and behavior of their attendants and companions. Use of taxi scrip, debit card or a Muni Lift-Van Fast Pass by an attendant or companion is prohibited behavior. Any inappropriate behavior or actions that violate this Rule by an attendant or companion will be the responsibility of the certified rider, and the rider will be subject to the discipline policies stated in these Rules.

Service Animals and Non-Service Animals

At the time of ADA application and certification, or after if the rider's status changes, the rider must indicate whether he or she travels with a service animal. In addition, a rider is strongly encouraged to tell the reservationist that he or she will be traveling with a service animal when the rider books a reservation. This will allow for an adequate amount of space to be made available on the vehicle. A service animal is an animal trained to assist the rider with specific duties or functions which the rider cannot perform himself/herself because of a disability. The service animal must be constantly under the control of its handler. Any service animal deemed by the driver or driver's supervisor to be out of control, or which is creating a hostile environment or is posing a threat to the safety and well being of other passengers or service animals, may be prevented from boarding the vehicle or may be removed from the vehicle.

Animals, other than service animals, may travel on San Francisco Paratransit only in a properly secured cage or container. If assistance is needed in carrying the animal, the policy on assistance with packages will apply (see Rule on Driver Assistance).

Fares

To receive lift-van or ADA Access service, all riders and each of their companions must pay a fare upon boarding. Only attendants (as defined in the Rule on Personal Care Attendants) are not required to pay a fare. The rider will be notified of the fare at the time the reservation is made. Fares must be paid for San Francisco Paratransit service with the proper monthly Muni Lift-Van Fast Pass, ride ticket, or exact cash. Where San Francisco Paratransit is performing other regional service, that transit system's fare will also be collected. Nonpayment of a fare when boarding will result in a denial of service for that trip.

For taxi service, fares are paid in advance through the purchase of taxi scrip or as a credit to a rider's debit card. In either case, payment for the scrip purchased or debit card credit received will be made to the Paratransit Broker's office. When using taxi services, the established City and County of San Francisco (CCSF) Ordinance(s) governing taxi fares and passengers shall govern the paratransit trip taken on taxi. When using the proper amount of scrip or a properly credited debit card, the rider must pay driver for the cost of the trip, as indicated on the meter.

In all cases, service may be denied to any rider who has not paid a fare or refuses to pay the fare even if the rider believes nonpayment of the fare is justified because of service quality. Fares are determined by policy of the Municipal Transportation Agency's Board of Directors.

For group van service, fares are determined by an average daily attendance method and are predetermined with each social service agency participating in this program. In most cases, monthly invoices are sent to each agency to pay for these fares based on rider activity for that agency for the month being invoiced. The agency is required to pay the Broker for those fares and failure to do so may result in immediate suspension of group van service for that agency.

Scrip Issuance, Debit Card Credit and Limits

It shall be the policy of the San Francisco Paratransit Program to limit the amount of taxi scrip or monthly credit to a debit card. Upon completion of the certification process, a rider registered to use the taxi or ramp taxi program will be assigned a monthly allotment for purchasing scrip or crediting their debit card based on their estimated or anticipated ADA trip usage. These allotments will be made in increments of \$30 and shall not exceed \$300 per month. A rider needing taxi usage beyond \$300 per month will be referred to the program's ADA Access service (traditional ADA Paratransit service).

Once a monthly allotment is assigned, this allotment will be valid until the rider's condition changes. A rider may request additional scrip in any given month by filing such a request with the Broker's office. These requests are permitted on a periodic basis. The Broker reserves the right to verify the legitimacy of any such request.

Along with the assigned monthly allotment, the rider will have a purchase date. This date shall remain the same each month unless the rider purchases scrip five calendar days after the purchase date, in which case the next purchase date will be adjusted to thirty (30) days from the date of that purchase. A rider not purchasing each month may not bank scrip not purchased for future purchase. A rider may not purchase before his/her purchase date. If a rider needs additional scrip in any given month, a request for additional scrip must be made to the Broker's office.

If a purchase date falls on a Saturday, Sunday or holiday, the purchase may be made on the Friday before or the next business day without affecting the monthly purchase date.

When purchasing taxi scrip in person, riders must present their Paratransit issued photo identification or other valid photo identification (see policy on Photo Identification). If purchasing taxi scrip on behalf of a rider, an individual must present his or her own photo identification and the Paratransit photo identification of the rider for whom the individual is purchasing taxi scrip, unless the individual has legal authority to act on behalf of the rider (see Rule on Legal Guardians, Conservator ships and Power of Attorney).

Riders who purchase scrip or fare instruments by mail must wait between two and 10 calendar days for scrip to arrive in the mail. After 10 days, riders may purchase replacement scrip if they have not yet received their scrip; however, riders will be required to pay for that scrip. The Paratransit Broker is not responsible for lost, stolen or misrouted taxi scrip. Please report all lost, stolen or misplaced scrip directly to the Paratransit Broker's office.

A rider may pay to have his or her scrip sent by registered or insured mail. The Broker will deduct the fee from the rider's account. If the rider fails to receive the scrip, the Broker will replace the lost, stolen or misrouted taxi scrip at no charge.

Tipping

Tipping with scrip or on the debit card, except as expressly provided for by the San Francisco Paratransit Program, is prohibited in all modes of paratransit service. Tipping with cash is permissible only on Paratransit taxi services, and solely at the rider's discretion.

Transporting Life Support Equipment

Passengers may travel with respirators, portable oxygen, and other life support equipment. Such transport must not violate prevailing laws or rules related to the transport of hazardous materials. Such equipment must be of a size that can be reasonably accommodated in paratransit vehicles (for example, equipment that could also be transported on fixed-route buses or trains) and must be in the control of the passenger and/or passenger's attendant at all times. If portable oxygen is of a larger than portable size, the passenger is responsible for ensuring that it is in a wheeled cart for purposes of transport.

Inaccessible Origins and Destinations

Service to or from inaccessible origins or destinations (e.g., narrow, private driveways) will be provided at curbside instead of to the door if no safe access exists. In this instance, accompaniment by an attendant is strongly advised. The Broker and the service provider shall determine if a location is unsafe or inaccessible based on existing program guidelines. The service provider shall notify passengers requesting a reservation to or from this address of the determination and suggested alternatives for boarding locations nearby.

If the pick-up address is located inside a gated community or requires special access, it is the rider's responsibility to arrange entry for the San Francisco Paratransit vehicle. If a vehicle is unable to enter the pick-up area and the rider fails to meet the vehicle, the rider will be considered a No Show for the trip.

Lift and Securement Use

San Francisco Paratransit will transport passengers whose wheelchairs meet the ADA-regulated definition of a wheelchair in common use and that does not weigh more than 600 pounds when occupied. For possible accommodation of mobility aids that exceed these dimensions, consumers may contact the Broker.

Wheelchairs and their users shall be secured at all times during boarding, deboarding, and transport operations. More specifically, all passengers must wear safety lap and shoulder harness belts as required by the service provider. Passengers in wheelchairs may use their own lap belt if they have one that conforms to State of California standards. All wheelchairs and scooters must be secured to the vehicle floor prior to transport. A service provider may refuse transport to any passenger in a wheelchair or similar mobility device who refuses to allow his/her wheelchair or like device to be secured. Passengers who use scooter-type wheelchairs and who are capable of transferring to a vehicle seat are strongly urged to do so during transport. Passengers who need the lift to board, but are not wheelchair users, may use the lift in a standing position. If a boarding chair is available, passengers are strongly encouraged to use it. For lift van service, a rider must request a boarding chair at the time the rider makes a reservation. Riders in electric chairs shall cooperate with the driver by shutting off power while boarding and de-boarding.

This securement policy applies to all modes of service, whether lift van, ramp taxi or group van.

Legal Guardians, Conservatorships, Power of Attorney

It is the responsibility of the rider or the rider's legal guardian, conservator or individual possessing a power of attorney to submit copies of any legal documents establishing his/her status as a legal guardian, conservator or power of attorney to the Paratransit Broker's office. Failure to do so could result in an inability for any individual but the rider to access the rider's information or conduct business on behalf of the rider. Any documents submitted by a rider or a rider's legal representative shall be made a permanent part of the rider's file at the Paratransit Broker's office.

Labor Strikes and Stoppages

The San Francisco Paratransit Program contracts all vehicle operations to numerous local service providers, including taxi services and van services. For-profit companies and some non-profit agencies provide some of these services. Irrespective of who is providing these services, from time to time labor issues, including labor strikes, work stoppages and work slow-downs, may impact the Paratransit Program. The San Francisco Paratransit Program maintains strong relationships with all its providers and will work with each one on a regular basis. In the event of an anticipated work stoppage, strike or labor slow-down, the Paratransit Broker's office will try to redirect passengers to alternate services to the extent feasible in order to meet its ADA obligation. The Broker's office will also try to work with all service providers to coordinate their services to minimize service disruptions.

Customer Complaints

The Broker will consider all rider comments, either negative or positive. Complainants may submit their comments to San Francisco Paratransit by mail, fax, email or phone. As listed in the *Riders' Guide*, comments can be directed to:

San Francisco Paratransit Program
1449 Webster Street
San Francisco, CA 94115

Phone (415) 351-7000
Fax (415) 351-3134
TTY (510) 351-3942

Email: sfparatransit@atc-nec.com

The Broker will investigate and respond in writing to each complaint usually within 14 calendar days of receipt. Written responses in accessible formats will be preceded by a phone call in the event the response will take more than 14 days. Resolution of urgent complaints will occur within five calendar days. When filing a complaint/commendation, persons are encouraged to provide:

- The rider or caller's name, address, and telephone number;
- Date, time and location of the incident; and,
- Details of the incident, including van/taxi name/number, driver name/number, etc., and the nature of the complaint/commendation.

All San Francisco Paratransit staff will be trained to take complaints. Rider confidentiality will be protected upon a consumer's request when investigating and resolving complaints. However, while anonymous service complaints are recorded, the Broker cannot respond to anonymous complaints.

Suspension of Service

Passengers (or their attendants, companions or care-givers) must not engage in activities or conduct resulting in misuse of the system, or unnecessarily reserve and/or use space that could otherwise go to people who need service. Examples of misuse include, but are not limited to:

- Failing to show up for scheduled rides (No-Shows);
- Continuous failure to present evidence of rider eligibility;
- Excessive trip cancellations;
- Late cancellation (less than one hour before the scheduled pick-up time);
- Engaging in disruptive behavior;
- Failing to pay a fare on a repeated basis;

- Falsifying reasons for a ride (e.g., requests for priority same-day service and/or conditionally eligible next-day service) or requests for additional taxi scrip; or,
- Falsifying any information, including medical, to gain ADA Paratransit eligibility.

Suspensions will not be proposed or implemented for circumstances that are beyond the passenger's control. A suspension will be imposed as described below for a documented pattern of misuse, within the passenger's control, within any 30-day period. Examples of situations not within the passenger's control are:

- A sudden personal emergency;
- Sudden or worsening illness;
- A late vehicle arrival;
- Breakdowns of mobility aids;
- A driver who does not provide appropriate assistance; or,
- Medical conditions that may cause involuntary behavior (e.g. Tourette's Syndrome).

In a telephone call initiated by the Broker, passengers will be provided an opportunity to explain the reason for each occurrence or incident resulting in a proposed suspension.

Service Suspension for No Shows and Late Cancellations

Because No-Shows and Late Cancellations prevent other passengers from obtaining rides, an accumulation of three verifiable No-Shows and/or Late Cancellations within a three-month period may result in suspension of service.

Within each three-month period, the following penalties will be assessed for No-Shows or Late Cancellations:

<u>Violation</u>	<u>Penalty</u>
First	Verbal reminder to rider
Second	Written warning to rider
Third	30-day suspension of service

After a third occurrence, determined to be within the passenger's control, the Broker shall send the passenger a letter identifying the proposed suspension period and the reasons for the suspension.

Passengers who appeal a proposed suspension may continue to ride pending a decision on the appeal. If the appeal is denied, the suspension will be imposed effective the date the appeal is denied, pending final notification to the passenger.

Service Suspension for Violent, Seriously Disruptive and/or Illegal Conduct

Service will be immediately suspended for at least 30 days or until an appeal hearing is held to passengers who themselves (or their attendants, companions, or caregivers) engage in violent, seriously disruptive or illegal conduct. (See policy on service suspension.) This includes, but is not limited to:

- Physical assault or battery on driver, program staff or other passengers;
- Misuse or abuse of taxi scrip, debit card or Muni Fast Pass, including selling, trading or otherwise engaging in the fraudulent use of any of these instruments by anyone, including the certified rider;

- Unlawful harassment of driver, program staff or other passengers, including, but not limited to, unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations;
- Unauthorized use of or willful damage to vehicle equipment
- Threats of physical harm to other passengers, drivers, or other service personnel, including Broker's staff;
- Verbal abuse, intimidation, or altercation with a driver, program staff, or other passengers;
- Repeatedly violating riding rules, including smoking on the vehicle, standing while the vehicle is in motion, eating or drinking on the vehicle without valid medical reason, defacing equipment, or refusing to comply with other service requirements specified in the policies included in this document;
- Failing to maintain reasonably acceptable personal hygiene standards, which could interfere with safe operation of the vehicle by the driver or with the use of the service by other passengers; or,
- Any other criminal conduct defined in and/or prohibited by the California Penal Code.

Riders who exhibit violent, seriously disruptive and/or illegal behavior may be suspended from service immediately for 30 days (from the date when the incident occurred) pending an appeal. The rider will be contacted by the Broker to investigate the alleged situation or incident. If the Broker determines that the rider's behavior was disruptive or violent, the Broker will send the rider a written notice explaining the reasons for the suspension.

The person shall have 15 calendar days from date of notice of the proposed suspension to submit to the Broker a request for an appeal. He or she (or their representative) shall include a written explanation as to why the suspension should not be imposed. Riders appealing a suspension based on seriously disruptive, violent, or illegal behavior may not continue to ride until the appeals panel issues a written decision on the case.

Disruptive behavior, which is determined to be due to a disability of the rider, may not result in a suspension. However, the Broker or service provider may require the rider to travel with a Personal Care Attendant (attendant) if it is established that the rider's behavior poses a significant, potential threat of harm to other passengers or the paratransit driver.

If such disruptive behavior continues and the required attendant is unable to prevent further instances of such behavior so that the rider continues to present a potential safety problem, service for the rider may be discontinued.

Appeal of Service Suspension

Upon issuing a notice of a suspension of service, the Broker shall provide the passenger with a copy of the San Francisco Paratransit appeals process. The appeals process includes a form that may be used to submit appeals to the Broker. Any rider whose service is suspended may appeal that decision. Appeals on suspension of service shall be directed to the Broker in writing. Appeals must be mailed to the Appeals Board, San Francisco Paratransit Broker's Office, 1449 Webster Street, San Francisco, CA, 94115.

Riders may submit their appeals on forms provided by the Broker if desired or submit an appeal by letter. Appeals must be received within 15 calendar days from the date of the Broker's written notice of suspension. The Broker shall forward to Muni the rider's appeal request along with written information the Broker possesses on the events leading to the suspension. Failure to submit a timely appeal as defined in this section will result in a forfeiture of the rider's right to pursue an appeal.

An appeals committee will be convened that includes a representative from Muni's Accessible Services Program, a Paratransit Coordinating Council (PCC) member, and a Muni Accessibility Advisory Committee (MAAC). The Paratransit Broker's Manager of Customer Service and Contract Compliance will represent the San Francisco Paratransit Program at the hearing. The San Francisco Paratransit Program may include representatives from the service provider at the appeals hearing. A date for the appeals hearing shall be set within 15 calendar days of the date the Broker received the written appeals request. The rider shall be provided free paratransit transportation to and from an appeals hearing. All pertinent records will be made available at the hearing or in advance in an accessible format. The rider may be represented at the hearing if he or she desires. The Broker and its representative shall attend to present its position.

The rider and Broker shall have the right to present relevant information during the hearing. The rider and Broker may submit additional information at the hearing. A decision will be rendered by the appeals panel within five calendar days of the hearing date, and will be provided in the appropriate accessible format. This decision will be transmitted in writing to the rider, with copies to the Manager of Muni's Accessible Services Program. The decision of the appeals panel will be final.

Public Information

This policy shall govern all requests for paratransit information including rider statistics, records, data and meetings information. For purposes of compliance with the California Open Records Act, Brown Act and Federal Freedom of Information Act, Muni shall be responsible for determining what information will be released upon receipt of a properly filed request and for providing that information. Such requests may be oral or in writing in accordance with the requirements of the law and shall be made to Muni's Accessible Services Office, 949 Presidio Avenue, Room 150-A, San Francisco, CA, 94115.

With regard to individual rider's eligibility information, for ease of responding to requests, inquiries may be made directly to the Paratransit Broker's office, 1449 Webster Street, San Francisco, CA, 94115. For viewing records, arrangements can be made to do this during regular business hours. (See Rule on Broker's Office.) The Broker will uphold all confidentiality requirements of the Americans with Disabilities Act of 1990 with regard to certification information.

Copies can be requested and requestor must pay the prevailing rate per page. Only cash will be accepted for payment for copies. For just a few copies, copies will be furnished, in most cases, while requestor waits and will be provided during regular business hours. For copies exceeding 25, requestor may have to return for the copies after the Broker can arrange for their duplication.

All responses for information will be honored by both Muni and the Broker within the timeframes specified by law.