

Effective October 1, 2009

Stark Area Regional Transit Authority

**Proline**

**“Shared Ride”**

**Service Policy**



*Come Ride With Us!*

**Stark Area Regional Transit Authority**

**Proline “Shared Ride” Service Policy\***

*A passenger who is eligible under the Americans with Disabilities Act (ADA) will receive “shared ride” paratransit service under the guidelines and fare structure of the ADA rulings and SARTA’s Proline Policy.*

**Contents**

A. No-Show Policy. . . . . 3

B. Late Cancel Policy. . . . . 3

C. Same-day Cancel Policy. . . . . 3

D. Appeal Process. . . . . 4

E. Advance Cancel Policy. . . . . 4

F. To Cancel Your Ride. . . . . 4

G. Arrival Window Time. . . . . 4

H. Wait Time Policy. . . . . 5

I. Passenger Assistance. . . . . 5

J. Bags/Items Policy. . . . . 5

K. Fares. . . . . 5

L. On-board Travel Time. . . . . 5

M. On-time Performance. . . . . 5

N. Trip Denials. . . . . 6

O. Personal Care Attendants (PCAs) and Companions. . . . . 6

P. Unattended Customer Policy. . . . . 6

Q. Service Animals. . . . . 6

R. Mobility Devices. . . . . 7

S. Mobility Devices, Ramps, Curbs & Steps. . . . . 7

T. Inclement Weather. . . . . 8

U. Weapons & Contraband. . . . . 8

V. Abusive Behavior. . . . . 8

W. Group Trips. . . . . 8

Y. Established process for determining ADA paratransit eligibility. .8

Z. Functional Assessments. . . . . 9

AA. Scheduling Policy. . . . . 10

**A. No-Show Policy**

A no-show is any trip scheduled but not taken due to passenger error. A cancel at the door is considered a no-show. For purposes of enforcing this Policy no-shows will be tracked and recorded during a twelve month period—period starts after first infraction.

SARTA has established an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.

- (1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to Operator error) shall not be a basis for determining that such a pattern or practice exists.
- (2) Before suspending service, SARTA shall take the following steps:
  - (i) Notify the individual in writing that SARTA proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.
  - (ii) Provide the individual an opportunity to be heard and to present information and arguments;
  - (iii) Provide the individual with written notification of the decision and the reasons for it.
- (3) The appeals process outlined in Section D of this Policy is available to an individual on whom sanctions have been imposed under the “No-Show/Late Cancel and Same day Cancels” Sections B & C of this Policy.

The sanction is stayed pending the outcome of the appeal.

After a no-show or cancel-at-the-door, all subsequent trips for that day will be automatically canceled by SARTA.

**B. Late Cancel Policy**

Trips not canceled at least 60 minutes prior to scheduled pick up time will be considered a no-show and the No-show Policy would then take effect.

**No-Show Amounts and Penalties**

- Level 1: 1 no-shows in 30 days: Written warning via letter
- Level 2: 3 no-shows within 60 days: 15 day suspension
- Level 3: 5 no-shows within 105 days: 30 day suspension
- Level 4: 6 no-shows within 225 days: 60 day suspension
- Level 5: Any further no-shows within a one-year period will result in loss of eligibility *to the maximum extent provided under the ADA.*

**C. Same-Day Cancel Policy**

Trips canceled more than 60 minutes prior to the scheduled pick up time, on the same day as the scheduled ride, are considered a Same-day Cancel. See cancel limits and penalties below.

**Cancel Limits and Penalties**

- Level 1: 4 cancels in 30 days: Written warning via letter
- Level 2: 8 cancels within 60 days: 15 day suspension
- Level 3: 12 cancels within 105 days: 30 day suspension
- Level 4: 16 cancels within 225 days: 60 day suspension
- Level 5: Any further cancels within a one-year period will result in loss of eligibility for an additional 60 days.

#### **D. Appeal Process**

A passenger may appeal disputed penalties that result from this Policy. If a passenger wishes to dispute a penalty he/she may contact the Proline/Customer Service Supervisor by calling 330-477-2782 within five (5) business days of the date on the letter of notification. The formal written appeal must be received by SARTA within 10 business days of the date on the letter of notification or your appeal will not be considered.

You must choose one of the following ways to send the appeal request: mail, in person at the SARTA main office located at 1600 Gateway Blvd. SE, Canton, OH 44707, or by visiting our website and completing the appeal form. If you would like to ask for an appeal, please read, sign, and date and fill in your phone number on the appeal request form that will be included in the letter of notification regarding your eligibility status.

If you would like to designate an authorized representative to act on your behalf you will need to complete the Authorized Representative section of the Appeal Request including the full name, address, phone number, and relationship to you.

The process shall include an opportunity to be heard by three (3) SARTA Proline Representatives and two (2) outside independent citizens to present your information and arguments.

A determination will be made within five (5) business days of the hearing date and mailed to the address provided on the Appeal Request. While the appeal is being reviewed, the applicant will continue to receive services, pending the results of the review.

#### **E. Advance Cancel Policy**

SARTA prefers that you cancel a trip with as much advance notice as possible. Trips canceled anytime before the same day of the scheduled ride are considered an Advanced Cancel.

#### **F. To Cancel Your Ride**

When calling the Cancellation Line at 330-455-2292 (option 8), please leave the following information after the recording:

- Client Proline ID Number
- The name of the person whose trip is being canceled
- Date of the trip you want to cancel
- The time(s) of the trip you are canceling
- A phone number where you can be reached

When calling to cancel or inquire about a same-day ride after regular Proline hours, follow the prompt to reach a Dispatcher on duty.

#### **G. Arrival Window Time**

Passengers are required to be ready for departure during their 30 minute pick up window. If the passenger is not ready the "Wait Time Policy" would take effect. If the passenger does not utilize the scheduled ride the "No-show Policy" would take effect. From time to time an Operator may arrive prior to the start of the passenger pick-up window. Passengers are not required to come out for their scheduled ride until the start of their pick-up window, but may do so if they so choose.

## **H. Wait Time Policy**

Passengers are expected to be ready and waiting for their ride at the front door of their house or in the lobby of a complex, apartment building or office, or some other place with a clear view of where the SARTA bus will arrive.

Operators are required to wait only five (5) minutes for a passenger after arrival that is within or after the 30-minute pick-up window. The “No-Show Policy” would take effect if the passenger does not utilize the scheduled ride when the Operator arrives within the Arrival Window Time. The “No-Show Policy” would not take effect when an Operator arrives after the Arrival Window Time. However, if the passenger does not properly notify SARTA of his/her intent to utilize any scheduled rides for the remainder of that day all subsequent rides will be cancelled.

## **I. Passenger Assistance**

At no time shall the Operator enter a residence or other building. Upon request, Operators are to assist with elderly and disabled passengers.

## **J. Bags/Items Policy**

Passengers may have 4 large or 8 small bags per trip, per passenger. Assistance with bags is only given by the Operator to safely stow the bags. A bag is defined as 1 large paper or plastic sack (weight not to exceed 10 lbs) or 2 small plastic bags (weight not to exceed 5 lbs each). (Any item meeting the preceding requirements may be substituted for a "bag".) Passengers may have 2 baskets of laundry, but the laundry must be completely covered. Any passenger violating this Policy will be given one (1) letter of warning. A second occurrence will result in a 30 day suspension of rides.

## **K. Fares**

The ADA fare will be charged at all times for those passengers who are ADA qualified. Fare must be paid when boarding the bus. In the unforeseen, rare occasion, that a passenger does not have the proper fare that ride will be permitted and noted in the passenger’s file. The passenger will be required to submit the correct amount for the unpaid ride by check or money order to **SARTA Proline Department at 1600 Gateway Blvd SE, Canton, Ohio 44707** within five (5) business days. SARTA reserves the right to make exceptions on a case by case basis.

## **L. On-board Travel Time**

While Proline is a “shared ride” service, SARTA has a travel time standard that no ADA passenger is on a vehicle for longer than it takes to ride the comparable fixed route. SARTA will monitor trip times to ensure that the duration of an ADA trip is not excessively longer than the fixed route trip it mirrors. For non-ADA trips, on-board travel time should be no longer than 2 hours from origin to destination.

## **M. On-time Performance**

Trips are considered on time when the vehicle arrives within 15 minutes (-15 or +15) of the time agreed to with the rider at the time of making the reservation. This 30-minute period is the “pickup window.” SARTA has performance targets that at least 90 percent of trips each month will be within the pickup window. SARTA will monitor drop-off times for trips that have specific appointment times for quality assurance purposes.

**N. Trip Denials**

SARTA has a goal of no denials for ADA trips as defined by ADA law. The person taking the call at SARTA will make every attempt to satisfy your trip request including offering a different time slot than initially requested. This includes searching for an available time one hour before or one hour after the requested time.

**O. Personal Care Attendants (PCAs) and Companions**

ADA defines a PCA as someone who provides assistance in activities of daily living for the passenger that he or she is unable to provide for him or herself. One (1) PCA must be allowed to ride at no charge per ADA law. One other individual in addition to the PCA shall be allowed to ride to accompany the ADA paratransit eligible individual, but must pay the appropriate fare.

Additional individuals accompanying the ADA paratransit eligible individual shall be provided service at the current rate of the passenger fare provided that space is available for them on the paratransit vehicle carrying the ADA paratransit eligible individual and that transportation of the additional individuals will not result in a denial of service to ADA paratransit eligible individuals. This companion must be made known to the Reservationist at the time the request for transportation is made. SARTA reserves the right to institute the Non-ADA fare charge for individuals that are Non-ADA passengers.

**P. Unattended Customer Policy**

Customers determined as unable to be left unattended (based on age, cognitive limitations or special request of the responsible party) may schedule rides and ride unattended; however, arrangements must be made to have a responsible party meet the Paratransit vehicle at each location. A customer or their legal guardian must submit a request for a passenger to be determined as unable to be left unattended.

The driver will only wait five minutes for the responsible party to meet the Paratransit vehicle. If no one arrives, the driver will notify SARTA and continue on their route. SARTA will attempt to reach the designated emergency contact person. If the customer is not met by the end of the route, they will be returned to the bus garage. The customer will not be left unattended and the police will be notified to assist in locating a responsible party. Customers who must continue on a route beyond their scheduled destination may be subject to suspension of services. To submit a request, please call SARTA Proline at 330-455-2292.

**Q. Service Animals**

Proline vehicles will allow service animals to board their vehicles according to the ADA law. The ADA defines a service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals perform some of the functions and tasks that the individual with a disability cannot perform for him or her. "Seeing eye dogs" are one type of service animal, used by some individuals who are visually impaired.

The care or supervision of a service animal is solely the responsibility of his or her owner. The passenger and the service animal may be asked to exit the vehicle if the service animal's behavior poses a direct threat to the health or safety of others.

## **R. Mobility Devices**

The Americans with Disabilities Act (ADA) prohibits discriminating against individuals with disabilities in providing transportation services. All "common wheelchairs" and their users must be transported. A "common wheelchair" is defined by the ADA as a mobility device (including three-wheeled scooters), which safely fits on a standard passenger lift, has maximum dimensions of 30" by 48" and a maximum combined weight of 600 pounds of both passenger and common wheelchair.

Operators must require that a passenger permit his/her common wheelchair to be secured, if the common wheelchair can be properly secured. If the bus securement system cannot be used properly on a particular common wheelchair, Operators must use their "best efforts" to restrain or confine the common wheelchair to the securement area and advise the common wheelchair passenger of a potential hazard. Operators may not deny transportation to common wheelchair users because his/her common wheelchair cannot be secured satisfactorily by the bus securement system.

Operators are to inform the passenger that they are going to put on the lap belt/shoulder harness. If the passenger refuses the lap strap/shoulder harness while the Operator is putting it on or after it is already on, then the Operator will inform the passenger that **it is SARTA's Policy to wear one**. If the passenger still refuses to allow the lap belt/shoulder harness then the Operator must ask the passenger to sign the paper manifest (if one is available) stating they "Refused Lap Belt" and the passenger will be asked to sign the manifest. Furthermore, the Operator will then immediately notify Dispatch prior to departure of the refusal and include the client name and number via the Operator's bus radio. While the Operator may recommend that passengers transfer to a bus seat if the person is willing and able to do so, the passenger is not required to transfer.

Passengers using a mobility device that is not a "common wheelchair" may be denied transport by SARTA vehicles.

Operators are not permitted to drive or operate a motorized mobility device. Operation of the device is the sole responsibility of the passenger or their designee.

If a passenger cannot operate his or her motorized mobility device (or does not have a PCA to do so), transport may be denied on SARTA vehicles.

## **S. Mobility Devices, Ramps, Curbs & Steps**

The passenger should meet the Operator at the closet accessible area to the SARTA vehicle. The area where being picked up must be cleared of ice, snow and/or debris and properly maintained to allow a safe area for the Operator to assist. If the area is deemed unsafe, assistance for the passenger will not be given and transportation will be denied for that trip.

**T. Inclement Weather**

Inclement weather (including but not limited to snow, ice, sleet, torrential rain, high winds) may result in the Proline system operating behind schedule.

**U. Weapons & Contraband**

Unauthorized weapons and contraband--concealed or otherwise--are prohibited on SARTA vehicles. Those caught with weapons or contraband will be prosecuted to the fullest extent of the law.

**V. Abusive Behavior**

Abusive behavior of any type, directed towards SARTA employees or passengers, will not be tolerated. Instances of abuse will be thoroughly investigated on a case-by-case basis. The severity of the instance will determine the penalty and may range from a letter of warning to criminal prosecution. SARTA Proline reserves the right to suspend and/or revoke transportation privileges in cases of abusive behavior when the safety and well being of the employees and/or passengers is compromised.

**W. Group Trips**

Proline will make every effort to accommodate group trips, either on Proline service or fixed route service. A group trip will be defined when there are a minimum six (6) but no more than ten (10) people riding and will be provided at a discounted rate, currently \$10.00 each way. SARTA reserves the right to allow more than ten (10) in the group if there is seating available and additional fares may be charged. These group trips will be accepted on a first come-first served availability basis. The individual scheduling the group trip must be a SARTA Proline registered client. Collection of the total group fare will be the responsibility of the scheduling client and the total amount is due upon entrance of the SARTA vehicle. Ideally, destinations for group trips should be in close proximity of the groups' original pick up. Longer trips will be at the discretion of Proline and may incur an additional fee.

**X. Applications**

It is the sole responsibility of the applicant, or responsible party representing the applicant, to apply or reapply for Proline/ADA privileges in a sufficient amount of time to complete the application process. All forms and assessments must be completed fully. Expiration dates are clearly noted on identification cards and Eligibility Letters. Please allow minimum processing times of 21 days for Proline applications. Notification will be forwarded to the applicant via the USPS.

**Y. Established process for determining ADA paratransit eligibility**

- (a) The process shall strictly limit ADA paratransit eligibility to individuals specified in ADA section 37.123.
- (b) All information about the process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility shall be made available in accessible formats, upon request.\* (See section: Functional Ability Assessments below.)
- (c) If, by a date 21 days following the submission of a complete application, SARTA has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the authority denies the application.
- (d) SARTA's determination concerning eligibility shall be in writing. If the determination is that the individual is ineligible, the determination shall state the reasons for the finding.

- (e) SARTA shall provide documentation to each eligible individual stating that he or she is ADA Paratransit Eligible. The documentation shall include the name of the eligible individual, the name of the transit provider, and the telephone number of SARTA's paratransit coordinator, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant.
- (f) SARTA may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals.
- (g) A passenger may appeal eligibility denials. If a passenger wishes to dispute a denial he/she may contact the Proline/Customer Service Supervisor by calling 330-477-2782 within five (5) days of the date on the letter of notification. The formal written appeal must be received by SARTA within 10 business days of the date on the letter of notification or your appeal will not be considered.

You must choose one of the following ways to send the appeal request: mail, in person at the SARTA main office located at 1600 Gateway Blvd. SE, Canton, OH 44707, or by visiting our website and completing the appeal form. If you would like to ask for an appeal, please read, sign, and date and fill in your phone number on the appeal request form that will be included in the decision letter regarding your eligibility status.

If you would like to designate an authorized representative to act on your behalf you will need to complete the Authorized Representative section of the Appeal Request including the full name, address, phone number, and relationship to you.

The process shall include an opportunity to be heard by three (3) SARTA Proline Representatives and two (2) outside independent citizens to present your information and arguments.

A determination will be made within five (5) business days of the hearing date and mailed to the address provided on the Appeal Request.

**SARTA is not required to provide paratransit service to the individual pending the determination on appeal. However, if SARTA has not made a decision within 30 days of the completion of the appeal process, SARTA shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.**

- (h) In applications for ADA paratransit eligibility, the authority may require the applicant to indicate whether or not he or she travels with a personal care attendant.

## **Z. Functional Assessments**

SARTA will be implementing a functional assessment tool, when funds become available, as part of the process for determining eligibility. The functional assessment is a mechanism to help determine whether the applicant has the ability to use fixed-route services and, if so, under what circumstances. Functional assessments are evaluations used to predict physical, cognitive, visual, or psychiatric ability and they are conducted by independent professionals.

The Physical Functional Ability Assessment consists of a simulated trip to and from the bus that includes cross slopes, inclines, negotiating a curb and curb cut and crossing the street. Skills evaluated include balance, strength, coordination and range of motion. The Functional Assessment of Cognitive Transit Skills (FACTS) is administered to applicants with cognitive disabilities. FACTS is a validated assessment tool that utilizes a simulated bus trip to assess a person's transit skills including bus travel, community

safety and general orientation. Variables in the environment are considered as well as the applicant's ability to perform the tasks required to use the bus.

**AA. Scheduling Policy**

A subscription is a continually reserved trip on a specific day and time. A proven history of completed trips with minimal cancels or no-shows is necessary before being approved for a subscription. In addition, the subscription must fit within SARTA’s bus availability. Passengers may call for the availability of subscription trips in their area.

Once you have received your eligibility letter you are registered in the Proline program and can call 330-455-2292 to schedule your ride. All trips may be scheduled three days in advance (See below). Proline reservations should be made at least one (1) business day in advance of the day you need your trip for better scheduling opportunities.

To increase the opportunities of availability, you should call up to three days in advance (*according to the table below*) to schedule a ride. The earlier you call, the more likely there will be availability.

<b>You can call on...</b>	<b>To schedule for a trip on...</b>
Monday	Tuesday, Wednesday, Thursday
Tuesday	Wednesday, Thursday, Friday
Wednesday	Thursday, Friday, Saturday
Thursday	Friday, Saturday, Monday
Friday	Saturday, Monday, Tuesday

Note: If availability allows, same day trips and changes to previously scheduled trips are accepted, but only with a minimum of two (2) hours notice. The Reservationist or Dispatcher will make this determination based on availability.

*\* The Policy stated above will be followed by all services provided by the Stark Area Regional Transit Authority’s Proline Department including, but not limited to all contracted services unless stated otherwise in those contracts. SARTA reserves the rights to alter, add to, or delete from this policy in order to comply with ADA, federal, state, local or company guidelines at will.*