

MEMORANDUM OF UNDERSTANDING

AGREEMENT FOR TRANSIT SERVICES FOR SENIOR CITIZENS AND PERSONS WITH DISABILITY AMONG THE CITY OF COPPELL AND SPAN, INC.

This Memorandum of Understanding is included in the AGREEMENT FOR TRANSIT SERVICES FOR SENIOR CITIZENS AND PERSONS WITH DISABILITY AMONG THE CITY OF COPPELL AND SPAN, INC. and authorized by the City Manager of the City of Coppell and the Executive Director of SPAN, Inc.

The purpose of this Memorandum of Understanding is to outline the procedures for implementing a transit service for Senior Citizens and Persons with Disabilities between the City of Coppell, "Coppell" and SPAN, Inc., hereinafter referred to as "SPAN." This Memorandum of Understanding is a guide for routine operations.

Amount and Type of Service

This Agreement is for the provision of transit services for senior citizens and persons with disabilities as described by the Contract for Services, Service Area Map and Transportation Policy & Procedures developed and approved by the two entities.

Limitations

If a citizen service request is in conflict with the Contract for Services, Service Area Map, and Transportation Policy & Procedures, SPAN may not provide the service until written approval is granted by the Coppell City Manager or his/her designee.

Communications

Regular communications between Coppell and Span will be established through protocols as approved by the two entities.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Coppell City Manager and Executive Director of Span. This would include but not be limited to enhance the service delivery to Coppell residents that need transit services that are outside of the scope as designated in the Service Area Map.

Clay Phillips, City Manager

Date

Deb Robertson, Executive Director

Date

STATE OF TEXAS §
§ AGREEMENT FOR TRANSPORTATION SERVICES.
COUNTY OF DALLAS §

This Agreement for Transportation services is made by and between the City of Coppell, Texas (“City”) and SPAN, Inc. a non-profit corporation, to provide transportation for senior citizens and persons with disabilities (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City recognizes that has an aging population and special needs citizens which are in need of transportation alternatives to seek routine medical care and to attend to daily routine matters, the City desires to assist and provide a form of public/private transportation to said citizens, and

WHEREAS, City desires to engage the services of SPAN as an independent contractor, and not as an joint venture, partnership or employee, to provide the services described herein in connection with transportation services in the Coppell service area, as set forth herein; and

WHEREAS, SPAN is authorized as a non-profit corporation, grandfathered under the Texas Transportation Code to provide this type of transportation to municipalities located in whole or in part within Denton County, Texas,

WHEREAS, SPAN desires to provide transportability services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.01. This Agreement shall commence on October 1, 2016 (“Effective Date”) and continue until September 30, 2017.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party.

Article II
Service

2.01. SPAN shall provide door-to-door demand response transit services to Riders who are sixty (60) years of age or older and persons with documented disabilities (herein after Riders) in accordance with this Agreement.

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/CITY transit service destination area shown on Exhibit “A” hereto, at a cost to the Riders of \$2.50 for qualified seniors (age 60 and older) and people with documented disabilities in accordance with the SPAN Transportation policy and procedures which are attached hereto and incorporated herein as Exhibit “B” (herein after “the Policy”). The Riders shall remit the fare recited in this section at or prior to the time the service is rendered.

2.03. A Memorandum of Understanding has been established between the two entities to address situations when Riders call and request service that is outside or not identified as a covered area shown on Exhibit “A”. SPAN may make a request to the City to temporarily or permanently amend the service area Exhibit “A”. The amendment of Exhibit “A” can only be amended if both parties mutually agree in writing.

2.04. Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off by calling SPAN'S Transportation Office at 940-382-1900 weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

Article III Schedule of Work

SPAN agrees to complete the required services in accordance with the Project Schedule outlined in this Agreement.

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders. SPAN shall adopt such policy and procedures to ensure safe and competitive public transportation services to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.

3.03. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the City Manager or his/her designee specifically

identifying the number of Rider trips including rider origination, destination, and purpose. The sole purpose of such information is to determine whether to continue to contract with SPAN and to evaluate the Rider use.

Article IV

Compensation and Method of Payment

4.01. In order to ensure the City assists in providing some form of available transportation to its senior and special needs citizens, CITY agrees to pay a reasonable fee to SPAN for demand response transit service provided to Riders under this Agreement. Such grant shall be invoiced and paid for the period of October 1, 2016, through September 30, 2017, will be in aggregable amount not to exceed Seventy-Five Thousand Dollars (\$75,000) for up to a total of Five Thousand Two Hundred Seventy-Four (5,274) one-way trips for Riders, invoiced to CITY on a monthly basis at a price per one-way trip of Fourteen Dollars and Twenty-Two Cents (\$14.22). The number of one-way trips shall be limited to a maximum of Four hundred Forty (440) one-way trips per month at a price of Fourteen Dollars and Twenty Two Cents (\$14.22) per one-way trip payable to SPAN by the City as a subsidy rate.

4.02. If fewer than Four Hundred Forty (440) one-way trips are used in any given month the unused one-way trips from that month will accrue (roll-over) and be available for use during the immediately following month. If unused during the immediately following month, the accrued trips shall continue to roll forward on a monthly basis until the conclusion of the Term of this Agreement.

Article V

Devotion of Time; Personnel; and Equipment

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. SPAN shall provide written notice to and approval from City prior to engaging services not referenced in Exhibit "A". The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder, and shall not otherwise be reimbursed by City unless otherwise agreed to in writing.

5.03. SPAN shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. SPAN may not assign this Agreement without the prior written consent of City. In the event of an assignment by SPAN to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.03. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.04. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.05. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.06. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.07. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the City's immunity under state or federal law.

6.08. Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

City Manager
City of Coppel, Texas
255 E. Parkway Boulevard
Coppel, Texas 75019
972.304.3673 – facsimile

With a copy to:

Robert E. Hager
Nichols, Jackson, Dillard,
Hager & Smith, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201
214.965.0010 - facsimile

If intended for SPAN:

Deb Robertson
Executive Director
SPAN, Inc.
1800 Malone Street
Denton, Texas 76201
940.382.2224 – Office

6.09. Insurance.

- (a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$5,000,000.00;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

- (b) All policies of insurance shall be endorsed and contain the following provisions:

(1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.10. In the event of conflict between this Agreement and the Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY. It is expressly understood that the City assumes no operational supervision, control or oversight to the services provided under this agreement. City does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.11. Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED

TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

CITY OF COPPELL, TEXAS

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Secretary

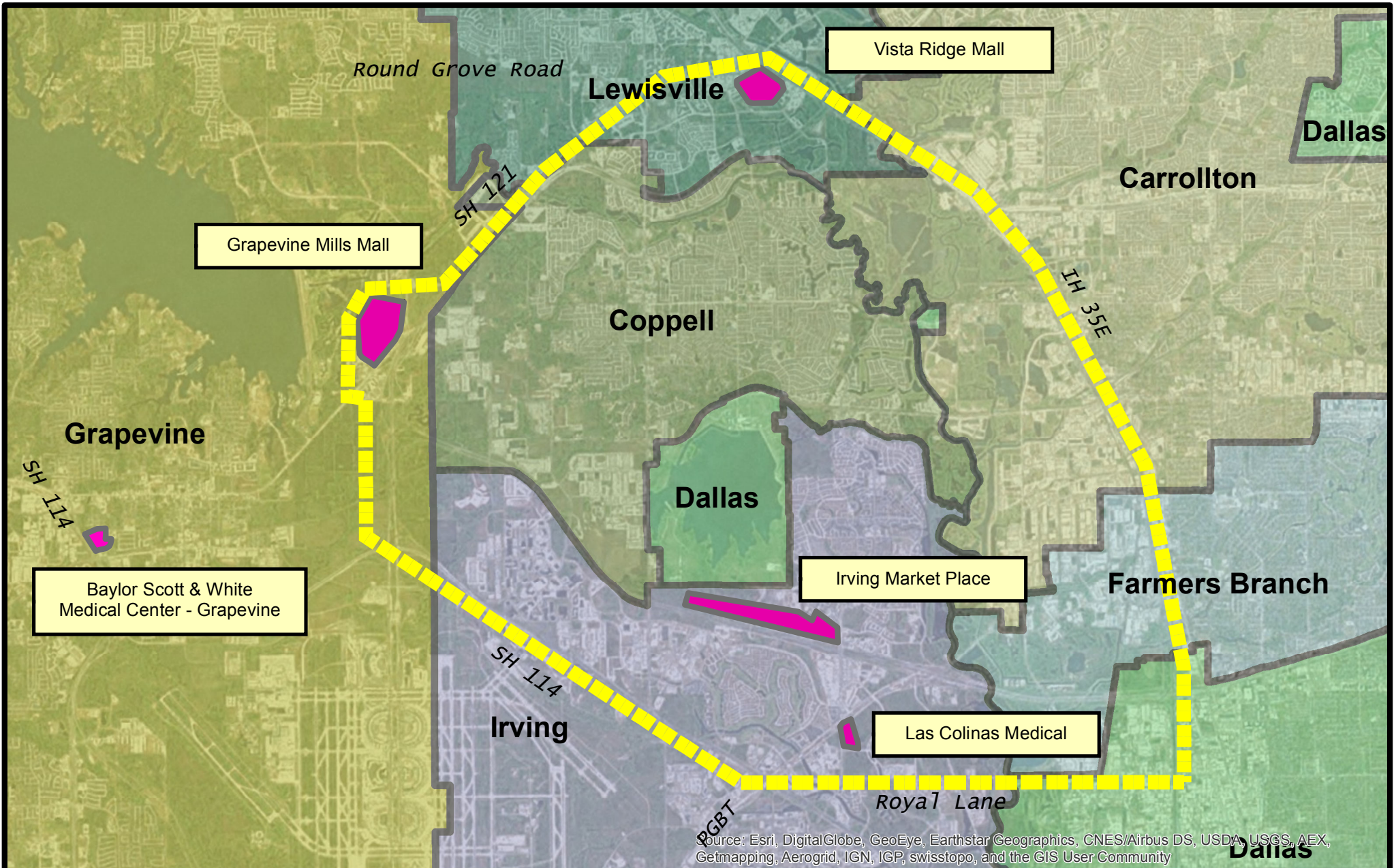
APPROVED AS TO FORM:

Robert E. Hager, City Attorney

EXECUTED this _____ day of _____, 2016.

**SPAN, INC.
dba SPAN, INC.**

By: _____
Name: _____
Title: _____



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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Not To Scale



SPAN Boundary

SPAN BOUNDARY MAP

Created: April 2016
by Scott Latta
Color Photo Date: N/A
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Created in ArcGIS

CITY OF COPPELL

TRANSPORTATION POLICY AND PROCEDURES

SPAN Transit is the contracted service provider for the City of Coppell. The service is reserved for individuals 60 years or older and/or with a professionally verified disability. It is the policy of SPAN that no person shall on the grounds of race, color, national origin, sex, age, disability, or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by SPAN.

Information in these policies and procedures includes the following:

- I. Description of SPAN Transit Services
- II. Application Process
- III. Disability Certification
- IV. How to Schedule a Trip
- V. SPAN Transit Fares
- VI. Aides, Companions and Animals
- VII. Wait Time, No Shows and Trip Cancellations
- VIII. Mobility Devices
- IX. Seatbelts and Restraints
- X. Passenger Behavior
- XI. Termination of Services
- XII. Grievance and Appeal Procedures
- XIII. Title VI Complaints
- XIV. Definitions
- XV. Frequently Asked Questions

For additional information, please call 940-382-1900.

I. Description of SPAN Transit Services in Coppell

Service is provided **to individuals residing in Coppell** to locations in Coppell, northward to Vista Ridge Mall in Lewisville, Westward to Baylor Scott and White Grapevine, Southward to Las Colinas Medical Facility and Eastward along the I-35 Corridor.

SPAN transportation service is provided by lift equipped vehicles. Operators are available to provide some assistance **upon request**. Operators are not trained to provide medical assistance.

Assistance includes:

- The operator will assist passenger from the door of a residence or pick-up location to the vehicle if needed.
- The operator will attempt to notify passengers of arrival.
- The operator will assist passengers in boarding and exiting the vehicle.
- The operator will deliver the passenger to the door of his/her destination.

Assistance DOES NOT include:

- Assistance getting in or out of a wheelchair.
- Assistance in getting ready for the trip.
- Administering medication or oxygen.
- Assisting passengers in wheelchairs up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY MEDICAL TRANSPORTATION SERVICE.

PLEASE NOTE THAT SPAN INC. POLICY DOES NOT ALLOW AN OPERATOR TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

Service Hours

Trips can be scheduled for pick-up as early as 6:00 a.m. and drop off as late as 6:00 p.m., Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except for the following observed holidays:

- | | |
|--------------------------|--------------------------|
| • New Year's Day | • Labor Day |
| • Martin Luther King Day | • Thanksgiving Day |
| • Memorial Day | • Day after Thanksgiving |
| • Independence Day | • Christmas Eve |
| | • Christmas Day |

II. APPLICATION

In order to use SPAN Transit, passengers must complete and submit an application. Applications can be obtained by calling the SPAN Dispatch Office at (940) 382-1900. Upon receipt of completed applications, please allow a maximum of 21 days to process applications. SPAN will begin processing properly completed applications immediately upon receipt. Only completed, signed applications will be considered for review. Once the application is fully completed, the signed original should be dropped off, mailed or faxed to:

SPAN
1800 Malone
Denton, TX 76201 940-383-8433 (fax)

Upon completion of review, Applicants will receive written notice via U.S. mail and may begin scheduling trips.

Reapplication Process

Passengers will need to reapply every three years from the date they are initially approved. Reapplication ensures that SPAN's files are accurate and contain up-to-date information. SPAN will notify passengers when they are due for reapplication.

III. DISABILITY CERTIFICATION

People with disabilities that meet regulatory criteria are entitled to reduced fares. In addition to the regular application, applicants must submit a properly completed Certification Form. Both documents must be received and reviewed to begin the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for reduced-fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time in order to prevent delay of the application review. Examples of licensed or certified human service professionals include: Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Nurse Practitioner, Registered Nurse.

Once all documentation is received, SPAN personnel will evaluate it and request, if necessary, any additional relevant information about the applicant's functional limitations related to transportation. The applicant will be notified in writing of eligibility upon determination.

Notice of Eligibility Determination

An applicant that is determined to be eligible for reduced-fare service due to disability will be mailed (to the address printed on the application) documentation of eligibility. The document will include the name of the eligible individual, the phone number of the SPAN dispatch office, an expiration date for eligibility, and any conditions or limitation on the individual's eligibility including the use of a personal care attendant. If the determination is that the person is not eligible, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). SPAN employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests when possible and will document any and all attempts at reasonable accommodations.

Recertification Process

Passengers with disabilities will need to recertify their eligibility every three years from the date they are initially approved. Re-certification is done to ensure that circumstances have not changed which would invalidate a passenger's eligibility. Recertification also ensures that SPAN's files are accurate and contain up-to-date information. SPAN reserves the right to re-certify eligibility at any time. SPAN will notify passengers when they are due for recertification.

IV. HOW TO SCHEDULE A TRIP

Trip Requests

1. Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday by calling (940)-382-1900.
2. At the time of scheduling your reservation you will need to provide SPAN with your name, addresses of the pick-up/drop off points and the pick-up/drop off times. Please note that all schedule requests can be made as early as 14 days prior or as late as 1 day prior to the day of service.
3. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not able to make unscheduled stops while in-route.

Scheduling

1. SPAN Transit is a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible. Once our schedule is completed the day before your trip, **you must call us between 5:00 p.m. and 5:30 p.m. the day before your trip to obtain your scheduled pick-up time.** If the scheduled time is not acceptable to you, you may cancel your trip. (The trip must be cancelled by the day before in order to avoid a "late cancellation" or "no show" penalty. See *Failure to Meet the Bus*)
2. Because of traffic and other issues beyond our control, please note the vehicle may arrive **up to 15 minutes before or after** your scheduled pick-up time ("30-minute ready time window"). Once the bus has arrived, the driver **will not wait more than 5 minutes** for the scheduled passenger to board the bus.
3. Whenever possible, SPAN Transit will attempt to notify all passengers that the vehicle will be early or late (beyond the 30-minute window). This will allow the passenger time to make arrangements if the vehicle is unavoidably detained. If SPAN Transit does not have a telephone on record or if the number has been changed, we will not be able to notify the passenger of the change in pick-up time. It is the responsibility of the passenger to provide accurate and up-to-date contact information to SPAN. Please make sure that we have a current telephone number and address on file.
4. Only trips with scheduled pick-up times will be entered on the daily schedules.
5. Subscription service is available to a limited number of passengers that travel to the same place at the same time every week. If a passenger is afforded a subscription slot, the passenger will automatically be placed on the schedule for those trips. The passenger will not be required to schedule each trip separately; however subscription passengers are still required to call the day before (between 5 p.m. and 5:30 p.m.) to get their scheduled pick-up time for the following day, and must cancel subscription trips to avoid penalties.

V. SPAN TRANSIT FARES

Fare for SPAN Transit is established by The City of Coppell and approved by the SPAN Board of Directors. The current fare for Coppell is as follows:

- Coppell Trip Fare - \$2.50 per one way trip

Without exception, SPAN passengers must pay the bus driver promptly for that leg of the trip PRIOR to the vehicle's departure. Passengers shall pay the fare in exact change or with a pass. Bus drivers will not make change. Drivers may not take payment for a subsequent leg of your trip if that bus will not be providing the trip. A one way trip ("trip leg") is each boarding of the passenger onto the bus.

Passes

Passes may be purchased in books of 10 (for \$25.00) or 20 (for \$50.00) by submitting requests by mail or in person at the following location:

SPAN Administrative Office
1800 Malone
Denton, TX 76201

Requests submitted by mail should include the address to which the passes should be mailed along with appropriate payment in the form of a check or money order. Please do not mail cash.

VI. AIDES, COMPANIONS AND ANIMALS

Aides

An aide is a social services attendant or personal care assistant required to travel with a passenger. Aides ride for free; the aide must be picked up and dropped off at the same address as the passenger. Aides will need to be placed onto the schedule and the need for an aide must be indicated on the certification form in order for the aide to ride for free.

SPAN may require a passenger to supply their own aide. SPAN does not provide aides. Generally the following conditions warrant an aide:

- Incapable of self-mobility
- Unable to communicate
- Unable to handle common activities
- Unable to control his/her own actions
- Unable to remain seated and belted
- Unable to independently transfer from wheelchair
- Children under 15 years of age
- Others as reasonably determined by SPAN's Transportation Manager

Companions

A companion is anyone *other than an aide* who travels with a disability-certified passenger. Companions may accompany such passengers on a trip. A companion will be charged a fare comparable to the passenger. A companion must be picked up and dropped off at the same address as the passenger. An aide does not count as the one companion. Additional companions may accompany a passenger if space on the vehicle permits. Companions must be scheduled at the same time you call in to schedule your trip.

Animals

Guide dogs and other service animals are permitted on SPAN vehicles and allowed to accompany passengers if this need is indicated in the passenger's SPAN file. Other small animals are also allowed, but must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger.

VII. WAIT TIME, NO SHOWS AND TRIP CANCELLATION

Bus drivers will utilize the following guidelines concerning a person's failure to meet the SPAN vehicle.

Wait Time

SPAN bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within five minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transportation of all SPAN passengers.

No Show

Failure to meet the vehicle within five minutes from the time of arrival will constitute a no-show. Also if a passenger fails to cancel their trip within 3 hours before the pick-up time it will also be considered a no-show. A passenger is allowed 2 no-shows per calendar month without penalty.

Late Cancellation

If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation. A passenger is allowed 4 late cancellations per calendar month without penalty.

Penalties

- Three (3) no-shows in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- Five (5) Late Cancellations in a 30 day period will result in the suspension of services for 1 month. If the problem continues service can be suspended indefinitely.
- In addition, SPAN may impose reasonable penalties for any passenger that develops a pattern or practice of missing scheduled trips.

- Subscription riders that face penalties may lose their subscription slot.

VIII. MOBILITY DEVICES

SPAN vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. SPAN vehicles are not designed to accommodate wheelchairs weighing 600 pounds or more when occupied by the passenger. Mobility devices that do not meet these criteria are unable to be carried on SPAN vehicles.

SPAN reserves the right to deny service if carrying the passenger would be inconsistent with legitimate safety requirements.

IX. SEATBELTS AND RESTRAINTS

SPAN provides seatbelts for all passengers. Agency policy requires that all passengers utilize them at all times for their own safety as well as the safety of other passengers. All carry-on items must be safely restrained during transport. All wheeled mobility devices must be properly secured at all times the SPAN vehicle is in operation.

X. PASSENGER BEHAVIOR

To assure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles and persons who engage in these activities may be refused service:

- Smoking
- Eating or drinking
- Playing personal radios unless headphones are used at a volume unable to be heard by surrounding passengers
- Consuming alcoholic beverages
- Using illegal drugs
- Using obscene or abusive language
- Violent, disruptive or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Causing actual or potential damage to the vehicle

SPAN reserves the right to deny service (including removing the passenger from the bus) if the situation is determined to be unsafe for the passenger, other passengers, the driver or the public.

XI. TERMINATION OF SERVICES

If a passenger does not follow guidelines and procedures involving the use of SPAN Transit, services will be terminated as follows:

- If feasible a verbal warning will be given.
- If compliance is not achieved after the verbal warning, the passenger will receive a written warning in detail concerning the area of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that his/her use of all or a portion of SPAN services is terminated, with a statement of reasons for termination.

SPAN reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person.

XII. GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination or rate eligibility determination. Appeals must be presented in writing within 60 days. SPAN's Executive Director will first hear appeals. If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of SPAN board members designated by the SPAN Board Chair.
2. Once an individual requests an appeal, the SPAN board member panel will review all material submitted. SPAN service will not be suspended while the SPAN board panel is considering an appeal unless suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. SPAN will notify the individual, in writing, of the Executive Director's or the board panel's ruling on all appeals. This notification will outline the ruling and the reasons for it.
4. Once the individual has been informed of the board's ruling, the determination will either be dismissed or imposed on the next day of service.
5. SPAN requires that all appeals must be made within 60 days of notification of sanctions or eligibility determination.
6. All decisions made by the SPAN board panel are considered final.

SPAN Employees and SPAN Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible and will document any and all attempts at reasonable accommodations.

XIII. TITLE VI COMPLAINTS

A Title VI Complaint may be filed by any individual or individuals who allege they have been subjected to discrimination or adverse impact under any SPAN program or activity based on race, religion, color, national origin, sex, age or disability.

SPAN follows the Texas Department of Transportation's Title VI complaint process. Complaint forms and informational flyers are available from SPAN's Title VI Officer (Executive Director) at SPAN's office (940-382-2224) or from TxDOT (www.TxDOT.gov, 1-866-480-2518). Complaints may be mailed to SPAN's office in Denton or directly to TxDOT's Office of Civil Rights, 125 E. 11th Street, Austin, TX 78701.

XIV. DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant who accompanies a passenger to assist the passenger in utilizing SPAN's transportation service.

Companion – A companion is anyone *other than an aide* who travels with a disability-certified passenger.

Demand Response Service – Non-fixed-route shared transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the system's service area.

Disability -- The Americans with Disabilities Act utilizes a three-pronged definition of disability. An individual with a disability is any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities,
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition in order to be considered an individual with a disability.

Mobility Device – A mechanism such as a wheelchair, a walker or a scooter, designed to aid passengers with mobility impairments. They can be either manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so **more than 3** hours before the pick-up time it will be considered a late cancellation.

No Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time or board the SPAN vehicle within 5 minutes after it arrives within the 30-minute ready-time window.

Ready Time Window – A 30 minute window from 15 minutes before to 15 minutes after the scheduled pick-up time, during which a passenger should be ready for pick-up

Service Animals – Animals that are individually trained to perform tasks for people with disabilities, such as guiding people who are blind or who have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure or performing other special tasks. Service animals are working animals, not pets.

Service Area – Service is provided **to individuals residing in Coppel** to locations in Coppel, northward to Vista Ridge Mall in Lewisville, Westward to Baylor Scott and White Grapevine, Southward to Las Colinas Medical Facility and Eastward along the I-35 Corridor.

Subscription Service – An ongoing standing order is entered in SPAN's schedule for a passenger travelling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. They may be either operated manually or powered.

XV. FREQUENTLY ASKED QUESTIONS

Question: What if I run late at my appointment?

Answer: It is suggested that riders over-estimate rather than under-estimate the travel and appointment times.

Question: Do I have to call each day to schedule a trip if the times and days that I travel are the same week to week?

Answer: No, subscription service is available when travel is at the same time and day each week. However, the passenger must call the evening before each trip to get the pick-up time, and when necessary, the passenger must remember to cancel a subscription ride to avoid a no-show being recorded. Three (3) cancellations within a 1-month period shall invalidate the subscription.

Question: Will I be taken directly to and from my destination?

Answer: Not necessarily. SPAN is public transportation and usually passengers share rides. Other passengers may be picked up and/or dropped off during your trip.

Question: What is the service area?

Answer: Service is provided **to individuals residing in Coppel** to locations in Coppel, northward to Vista Ridge Mall in Lewisville, Westward to Baylor Scott and White Grapevine, Southward to Las Colinas Medical Facility and Eastward along the I-35 Corridor.

Question: How many grocery bags are allowed on the bus? (Cases of drinks and large bags of pet food are not allowed)

Answer: SPAN allows each passenger to carry a maximum of 2 standard size paper grocery bags (or equivalent volume thereof in plastic bags) while riding the bus. Passengers must be able to carry groceries on and off the bus in one trip.