

## **ADA PARATRANSIT SERVICES AGREEMENT**

This Agreement ("Agreement") is made by and between **Wake County** (hereinafter "County"), a political subdivision of the State of North Carolina, and the **Town of Apex** (hereinafter "Town"), a political subdivision of the State of North Carolina. The foregoing may be individually referred to herein as "Party" and collectively referred to as "Parties."

### **RECITALS**

WHEREAS, the Town will be providing a transit service operation throughout the Town of Apex hereinafter referred to as "GoApex"; and

WHEREAS, federal requirements mandate that as part of providing such a transit service, paratransit services must also be made available; and

WHEREAS, the County provides a transit service called "GoWake Access" which provides said paratransit services and is willing to extend this service to the Town pursuant to the terms of this Agreement; and

WHEREAS, the Town is interested in utilizing the services of the County to provide complementary paratransit service (hereinafter the "Service") for the fixed route public bus service "GoApex."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

#### **1. Services to be Provided.**

The County agrees to serve as the general Americans with Disabilities Act ("ADA") paratransit operator for the Town and shall assume full responsibility and liability associated with ADA compliance as to such service. Paratransit services shall be provided in accordance with the GoApex Paratransit Policy (hereinafter "Policy") which is attached and incorporated herein ("Attachment A"). Paratransit services provided pursuant to this Agreement will include door-to-door demand-responsive paratransit services to ADA-eligible clients. The County will operate a van/bus on demand to obtain maximum operational efficiencies and effectiveness. The County may contract with one or more service providers to provide the services contemplated by this Agreement. The County shall have the following responsibilities pursuant to this Agreement:

- a) Operate the Service in accordance with the service area, schedule, and fleet specifications described in Attachment A.
- b) Coordinate and carry out eligibility screening and determine service provisions as described in Attachment A.
- c) Manage and take trip reservations in accordance with the procedures described in Attachment A.
- d) Manage passenger no-shows and late cancellations in accordance with the policies described in Attachment A.
- e) Monitor and report Service performance in accordance with Appendix C of Attachment A.

- f) Respond to inquiries from Town of Apex staff within 10 business days.
- g) Operate the Service in accordance with all governing agency regulations. The County shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. The County is responsible for the maintenance, cleaning, and safe operation of all vehicles used in providing the Service as well as any claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, resulting from the negligence of the County or its service provider.
- h) County will provide drivers with appropriate training to provide safe, courteous, and ADA-compliant transportation.
- i) County will ensure all drivers possess a valid driver's license as required by North Carolina law for the operation of the paratransit vehicles.
- j) Maintain insurance as described in Section 21 of this agreement.
- k) Prepare and maintain records as described in Section 3 of this Agreement.
- l) Coordinate with the Town, as necessary, to update the Policy.

## **2. Town Responsibilities.**

The Town shall have the following responsibilities pursuant to this Agreement:

- a) Update as necessary, in coordination with the County, the Policy.
- b) Provide, annually by March 1<sup>st</sup>, as applicable, an updated list of holidays during which the Service will not operate.
- c) Establish and implement an administrative appeal process for eligibility determinations as described in Appendix C of Attachment A.
- d) Determine the fare, if any, to be charged for the Service. The initial service will be implemented fare-free. If, in its sole discretion, the Town decides to charge a fare, the Town is responsible for determining and procuring technology, developing policies and procedures, conducting public involvement and marketing, and paying any associated implementation and operating costs necessary to implement the fare.
- e) Respond to all communications and requests from the County within ten (10) business days.
- f) Establish and implement a plan for marketing the Service, including designing and printing an informational brochure.
- g) Make payment in a timely manner as defined in this Agreement for all amounts due under this Agreement.

## **3. Record Keeping, Reporting, and Reimbursements.**

- A. The County shall keep proper program records, including any required or requested by any funding or regulatory agency, and make them available for inspection. Records shall include costs and ridership revenues reports and a description of actual services and results obtained. The County will provide the Town with monthly reports accompanied by an invoice within 15 days of the end of each month of the Service. The reports will contain the following information: total number of trips, total number of no-shows, total number of late cancellations, total number of late trips, total number of trip denials, all customer service complaints and follow-up actions, and average cost

per trip. The following details would be provided for each trip: trip cost, trip origin, trip destination, scheduled pickup time, actual pickup time, scheduled drop-off time, and actual drop-time. Additional information may need to be reported to the Federal Transit Administration to meet ADA and CFR requirements. The Town retains the right to monitor and audit County records related to the Service.

B. The invoice will include the actual cost of each trip plus the portion of the annual fee prorated for each month. The cost of each paratransit trip will be adjusted to account for the number of passengers and the number of funding sources contributing to the cost of the entire trip, as this is a shared ride service. In no event shall the cost attributed to the Town exceed \$47.21 per hour per trip. The County would include trip cost details in the monthly invoice. The annual overhead fee shall include:

- \$5,000 for annual overhead to Wake County.
- \$10,400 annual overhead to GoWake Access for the processing of applications.
- \$3,660 for the cost of a part-time employee to accept trip reservations on Sunday and holidays.
- \$1,200 for the first year of service only for training.

The total annual overhead cost for the first year of Service shall be \$20,260 or \$1,688.33 per month. The total annual overhead cost for subsequent years of Service shall be \$19,060, or \$1,588.33 per month.

C. The Town shall reimburse the County within thirty (30) days of receipt of an invoice. Invoices will not be sent until services are in operation. In the event the Town finds any part of an invoice inconsistent with this Agreement, the Town shall clearly identify and provide evidence to the County of any inconsistent or erroneous expenses within 10 days of receipt of an invoice and the County will work in good faith to determine if there is an error in the invoice.

#### **4. Compliance with ADA and Paratransit Requirements.**

The County will provide the Service in a manner that complies with all applicable federal, state, and local laws, including ADA public transit requirements. The County shall follow all applicable laws, rules, policies, and regulations in the training of operators in the safe use of all ADA equipment.

#### **5. Termination for Failure to Perform ("Breach").**

The Parties agree that in the event that a Party substantially fails to perform in accordance with the terms of this Agreement, the non-performing Party will cure the failure to perform to the reasonable satisfaction of the complaining Party within thirty (30) days of receipt of written notice from the complaining Party. If the failure to perform is not timely cured, or cannot be cured, the Agreement will terminate at the election of the performing Party. The parties will cooperate on a winding down of the service, including reasonable notice to the public. Invoices to the Town of Apex will be prorated based on the date of termination and the County will only be paid for services performed in the manner set forth in this Agreement, and subject to the rates and amounts stated herein.

**6. Nonwaiver for Breach.**

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either Party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

**7. Termination Without Cause.**

Any Party may terminate this Agreement at any time for any reason, provided the terminating Party provides a minimum of 90 days advance written notice to the other Parties. In this event, the Parties will cooperate on a winding down of the service, including reasonable notice to the public. Apex shall pay the County for the Service provided prior to the date of termination.

**8. Customer Information and Complaint Handling.**

All customer service complaints will be directed to the County and managed in accordance with the Wake County Transportation Complaint Policy, attached hereto as Attachment B. The monthly report described in Section 3 of this Agreement will include documentation of all customer service complaints and any follow-up actions that were taken. The Service shall be incorporated into the GoWake Access customer satisfaction surveys with a separate report of findings which shall be shared with the Town upon request.

**9. Further Agreements.**

The Parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of this Agreement. The Parties agree to work together in good faith and with due diligence to provide for and carry out the purpose of this Agreement.

**10. Amendment.**

This Agreement and its attachments contain the full understanding of the Parties. Any extension, modification, or addendum to this Agreement must be in writing and executed with the same formality as this Agreement.

**11. Notices.**

Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid, certified mail, return receipt requested and addressed as follows:

If to the County:

GoWake Access Transportation Manager  
Wake County Government  
220 Swinburne Street

Raleigh, NC 27602

With a copy to:

Transit Analyst  
Wake County Government  
GoWake Access  
4401 Bland Road  
Raleigh, NC 27609

If to Apex:

Town Manager  
Town of Apex  
73 Hunter Street  
Apex, NC 27502

And with copy to:

Planning Director  
Town of Apex  
73 Hunter Street  
Apex, NC 27502

**12. Binding Effect.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their agents, grantees, successors, and assigns.

**13. Dispute Resolution.**

In the event a dispute arises between the Parties to this Agreement concerning a question of fact in connection with the requirements of this Agreement or compensation therefore, the Parties agree to bargain in good faith towards a mutual resolution. If the Parties, after honest good faith negotiations, cannot reach an agreement, then either Party may adjudicate their dispute as allowed by North Carolina State Laws.

**14. Performance During Dispute.**

Unless otherwise requested by the Town, County shall continue performance under this Agreement while matters in dispute are being resolved. County acknowledges that the Town, in executing this Agreement, is relying on the County as part of its compliance with applicable ADA standards and requirements.

**15. Force Majeure.**

Neither the County nor the Town shall be liable to the other for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this contract due to strikes, walkouts, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, epidemic, pandemic, or other similar acts beyond the reasonable control of the Parties.

**16. Verification of Work Authorization.**

All Parties, and any permitted subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

**17. Compliance with Federal Laws and Regulations.**

The County shall comply with all Federal Laws and Regulations regarding the use of any grants to fund its service, operations, purchase, or maintenance of service vehicles.

**18. Emergencies.**

Notwithstanding anything else in this Agreement, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, the County shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, and Wake County, unless mutually agreed to by all Parties. In the event of a North Carolina State of Emergency Declaration the County shall comply with all applicable Executive Orders issued by the Governor of the State of North Carolina and the conditions of any Town of Apex State of Emergency Declaration.

**19. Representations and Warranties.**

The individuals signing the Agreement have the right and power to do so and bind their respective parties to the obligations set forth herein, and such individuals do so personally warrant that they have such authority.

**20. Term.**

This Agreement shall become effective upon execution by the last of the Parties to sign (“Effective Date”) and shall terminate on June 30, 2023. The Parties may renew this Agreement for four (4) additional one-year terms, or may otherwise amend this Agreement, in a writing made in accordance with Section 10, unless terminated earlier pursuant to the provisions of Sections 5 or 7. The parties may renew this agreement at any time prior to the expiration of the current term.

**21. Insurance.**

The County’s transportation vendor(s) shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Agreement insurance or self-insurance for the following: protection from claims under Worker’s or Workmen’s Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of the County’s vendor(s) employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to the County’s vendors performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability:	\$2,000,000 per occurrence/\$2,000,000 aggregate
Commercial Automobile Liability:	\$2,000,000 CSL
Commercial Excess Liability/Umbrella Policy:	\$5,000,000 per occurrence
Workers Compensation	Statutory Limits
Employer's Liability:	\$500,000 each accident
Professional Liability:	\$1,000,000 per claim
Cyber Liability:	\$2,000,000 per claim and aggregate

The County vendor(s) may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies or self-insurance. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town, as applicable based on loss.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Insurers

The minimum insurance ratings for any company insuring the County vendor(s) shall be Best's A- or a qualified self-insurance program approved by the state of North Carolina. Should the ratings of any insurance carrier fall below the minimum rating, the Town, may, at its option, require the County's vendor(s) to purchase insurance from a company whose rating meets the minimum standard. The County's vendor's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If the County's vendor(s) is unable to find an authorized carrier for any line of insurance coverage, the County's vendor(s) shall notify the Town in writing.

#### Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name the Town, and the Town's elected officials, officers, employees, and volunteers as additional insureds.

#### Notice of Cancellation

Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, the County's vendor(s) shall procure substitute insurance so as to assure the Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

#### Primary

The County's vendor's insurance coverage shall be primary for any claims related to this Agreement.

#### Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against the Town, or the Town's agents or agencies, it being the intention of the parties that the insurance policies shall protect the Town and be primary coverage for any and all losses covered by the policies.

#### Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. The Town's acceptance of certificates of insurance shall neither relieve the County's vendor(s) of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder addresses should read:

Town of Apex  
PO Box 250  
Apex, NC 27502

#### Special Risks or Circumstances

The County's vendor, with prior written consent from the Town which shall not be unreasonably withheld, reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Written consent from the Town may be provided by electronic communication.

#### **22. Mutual Indemnification.**

To the fullest extent permitted by law, each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, elected officials, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees) arising from or in connection with, or caused by any act, omission, or negligence of, such indemnifying Party.

#### **23. Independent Employer.**

The County is solely responsible for its services and the supervision of its employees and permitted subcontractors. All persons assigned by the County to provide the Services contemplated by this Agreement shall, for all purposes of this Agreement, be considered employees or subcontractors of the County only. The County's subcontractors shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If the Town identifies any person providing Services that appears to be incompetent, disorderly, or otherwise unsatisfactory, the Town shall notify the County in writing (including through electronic mail) for the County to address according to its policies and procedures.

#### **24. Public Records.**

All parties acknowledge that records in the custody of the County or the Town may be public records and subject to public records requests. The County or the Town may provide copies of such records, including copyrighted records, in response to public record requests.

#### **25. Non-Exclusive Remedies/No Waiver.**

The selection of one or more remedies for breach shall not limit a party's right to invoke any other remedy available under Agreement or by law. No delay, omission or forbearance to exercise any right, power or remedy accruing to a party shall impair any such right, power



or remedy or shall be construed to be a waiver of any breach hereof or default. Every right, power or remedy may be exercised from time-to-time and as often as deemed expedient.

**26. Survival.**

All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.

**27. No Waiver of Immunity.**

Nothing in this Agreement shall be construed to waive either Party's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

**28. Nondiscrimination.**

No party shall discriminate in violation of any federal, state, or local law. The County and the Town shall comply with the Americans with Disabilities Act of 1990 ("ADA") and any nondiscrimination policy that may be in effect for either Party.

**29. Electronic Version of Agreement.**

The County or the Town may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

**30. No Third Party Beneficiaries.**

Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.

**31. Electronic Signatures.**

The Parties acknowledge and agree that pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing a digitized or scanned signature are legally binding in the same manner as are hard copy documents executed by hand signature. If digitized or scanned signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

**32. Attachments.**

The following attachments are attached separately and are hereby incorporated by reference:

1. GoApex Paratransit Policy (Attachment A)
2. Wake County Complaints and Appeals Policy (Attachment B)

(SIGNATURE PAGE FOLLOWS)

In witness whereof the Parties hereto have caused this Agreement to be executed by their duly authorized officials, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Town of Apex**

\_\_\_\_\_  
Catherine Crosby, Town Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Vance Holloman, Finance Director

**Wake County**

\_\_\_\_\_  
Wake County, County Manager or Designee

\_\_\_\_\_  
Annemarie Maiorano  
Deputy Director, Wake County Health and Human Services

\_\_\_\_\_  
Nannette M. Bowler, JD  
Director, Wake County Health and Human Services

The person responsible for monitoring the contract performance requirements is

Anita Davis \_\_\_\_\_ . \_\_\_\_\_ Department Head Initials

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

\_\_\_\_\_  
Chief Financial Officer



# Americans with Disabilities Act Paratransit Policy

## Table of Contents

Americans with Disabilities Act/Paratransit Plan .....	1
Introduction .....	3
Transit Service Providers .....	3
Transit Service Area, Trip Type, Trip Purpose, Schedule .....	3
Fleet Inventory, Vehicle Requirements, and Lift Securement and Use .....	5
Eligibility Requirements, Application Process, and Appeals.....	5
Reservations .....	6
Attachments .....	8
Appendix A: GoApex Route 1 Fixed Route Map.....	9
Appendix B: GoApex Route 1 Paratransit Service Area Map.....	10
Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures.....	11
Appendix D: GoApex Door to Door Application .....	12
Appendix E: GoApex Appeal Process .....	13
Appendix F: GoApex No Show Policy.....	15

## **Introduction**

The Americans with Disabilities Act of 1990 (ADA) requires that public entities that operate non-commuter fixed route transportation services also provide complementary Paratransit service for individuals whose disabilities make them unable to use the fixed route system. In addition, public entities subject to the ADA regulations must develop and administer a process for determining if individuals who request service meet the regulatory requirements for eligibility.

Essentially, the ADA requires that Paratransit service be “comparable” to the fixed route service in terms of service levels and availability. There are six (6) service criteria that are used to evaluate ADA Paratransit service comparability to the fixed route. These criteria only represent the minimum service standards and can be exceeded if the local governing body so chooses. The six (6) basic criteria for determining ADA comparability to fixed route service are as follows:

1. Availability in the same area served by the fixed route. Specifically, service must be made available to all origins and destinations within a width of  $\frac{3}{4}$  of a mile on each side of each fixed route. This includes an area within  $\frac{3}{4}$  miles radius at the end of each fixed route as well;
2. Available to any ADA Paratransit eligible persons at any requested time on any particular day in response to a request for service made the previous day;
3. ADA Paratransit fares that are no more than twice the fare that would be charged to an individual paying full fare for a trip of similar length, at a similar time of day on the fixed route system;
4. There can be no trip restrictions or priorities based on trip purpose;
5. Service must be made available to eligible persons on a next day basis; and
6. There can be no constraints on the amount of service that is provided to any eligible person. Specifically, there can be no operating practice that significantly limits the availability of service to ADA Paratransit eligible individuals.

ADA Paratransit service must be provided to all individuals who are unable, because of their disability, to use the fixed route system, some of the time or all of the time. The criteria for determining eligibility are also regulated by the ADA and the Town of Apex must have a documented process in place to determine if an individual qualifies for ADA paratransit service.

The purpose of this ADA Plan is to document how the Town of Apex intends to meet the requirements for providing paratransit service for the GoApex fixed route system.

## **Transit Service Providers**

GoApex will initially consist of one fixed route that will operate from 6:00am to 10:00pm, Monday through Saturday. The fixed route service will be operated by the Town of Cary. The GoApex paratransit service will be operated by Wake County and will meet all requirements of the ADA, the Code of Federal Regulations (CFR) Title 49 (Transportation), Part 37 - Transportation Services for Individuals with Disabilities and Part 38 - Accessibility Specifications for Transportation Vehicles, and the Federal Transit Administration Circular 4710.1 – Americans with Disabilities Act Guidance.

## **Transit Service Area, Trip Type, Trip Purpose, Schedule**

### Service Area

A map of GoApex Route 1 is attached as Appendix A. This route is accessible to persons with disabilities and persons who use wheelchairs. GoWake Access will provide ADA paratransit service to origins and destinations within the paratransit service area of GoApex Route 1, which is the area within  $\frac{3}{4}$ -mile of

the fixed-route service. All trip origins and destinations will be within the designated service area. A map of the paratransit service area is provided as Appendix B.

### Service Type and Trip Purpose

GoApex complementary paratransit service for ADA-eligible users will be origin-to destination service. This includes:

- Paratransit feeder service to an accessible fixed route, where such service enables the individual to use the fixed route bus system for part of the trip;
- Service from a person's origin to their requested destination.
- Providing transportation services only to authorized passengers.
- Providing door-to-door transportation service for clients as long as it is safe to do so, and while the vehicle remains in full view of the driver. Drivers are not permitted to enter passengers' home or other facilities for any reason. Drivers are not permitted to sign passengers in or out of service buildings.
- Passengers in wheelchairs will be given assistance up and down suitable ramps; however, drivers are not permitted to push wheelchairs up or down any number of steps.
- Requiring all passengers, including those in wheelchairs, to wear seatbelts for their safety. Vendor reserves the right to refuse service to passengers who refuse to comply with this request.
- Children under the age of twelve (12) must be transported with adult supervision.
- Children requiring child restraint seats will be properly secured, using an appropriate child restraint seat provided by the adult, prior to departure.

Wake County will accept and handle all disability trip requests on an equal basis and will not prioritize or restrict trip purposes for paratransit riders. Paratransit service will be provided during the same time period as the GoApex fixed route system.

Since paratransit is a shared-ride service, paratransit rides between Point A and Point B will usually take longer, and involve more intermediate stops, than a taxi ride between the same two points. However, trips would be scheduled to avoid a substantial number of intermediate stops and an excessive total trip time to prevent the service from becoming prohibitively inconvenient. GoWake Access would implement the GoApex Route 1: ADA Paratransit Capacity Constraints Policy and Procedures to monitor ADA paratransit service performance to ensure that operational patterns and practices that may indicate capacity constraints are identified in a timely way. The referenced policy and procedures document is provided as Appendix C.

The Town of Apex plans to operate GoApex Route 1 as a fare-free service; therefore, a fare will not be collected from GoApex ADA paratransit passengers.

### Schedule

GoApex Route 1 paratransit service is anticipated to operate Monday through Saturday from 6:00am – 10:00pm. To ensure that complementary paratransit drivers can complete their drop-offs no later than the latest fixed route drop-off, GoWake Access may establish a latest-available return-trip pickup time that reflects the likely travel times for requested trips. GoApex Route 1 paratransit service will not operate on the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas

Eve, and Christmas Day.

### **Fleet Inventory, Vehicle Requirements, and Lift Securement and Use**

As required by the ADA, per agreements with the Town of Cary and Wake County, the transit fleet serving GoApex Route 1 and the complementary paratransit service will be 100% wheelchair accessible to ensure that persons needing a wheelchair have equivalent access to the transportation services as ambulatory persons.

Vehicles providing the GoApex paratransit service will have the GoWake Access brand. Each vehicle will have capacity for 8 to 10 passengers. Each vehicle will be equipped with a wheelchair lift and will be maintained consistent with the GoWake Access policies. GoWake Access will comply with accessibility specifications for transportation vehicles found in 49 CFR Part 38.

When a lift is discovered to be inoperative, GoWake Access will take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service. If there is no spare vehicle to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service would reduce the transportation service GoWake Access is able to provide, GoWake Access will keep the vehicle in service with an inoperable lift for no more than five days.

In accordance with ADA regulations, GoWake Access will provide service to all individuals using mobility devices that fit within the capacity of the lift being operated. Use of the securement system on GoWake Access vehicles will be a required condition of service. All wheelchairs and mobility devices must be secured to the passenger's satisfaction before transport. When transporting passengers using mobility devices, GoWake Access can suggest but not require passengers transfer to a van/bus seat. The passenger, in this case, has the final decision as to whether a transfer is appropriate given the passengers' particular disability.

As the regulations require, a passenger who cannot enter the vehicle using the stairs or ramp, but who does not use a wheelchair, will be allowed to enter the vehicle using the lift. GoWake Access does not provide wheelchairs or other mobility devices.

### **Eligibility Requirements, Application Process, and Appeals**

Paratransit service is available only to individuals with a disability that prevents them from using the fixed route service. The process to initiate eligibility to use paratransit service associated with GoApex Route 1 is consistent with the ADA and the CFR.

GoWake Access will coordinate eligibility screening and determine service provision using an approved Door to Door Application (see Appendix D). According to the CFR, GoWake Access will make an application determination no more than 21 days following the submission of a complete application. If, by a date 21 days following the submission of a complete application, GoWake Access has not made a determination of eligibility, the applicant will be treated as eligible and provided service until and unless GoWake Access denies the application. GoWake Access' determination concerning eligibility will be made in writing. If the determination is that the individual is ineligible, the determination will state the reasons for the finding.

The Town of Apex, in coordination with Wake County, has established an administrative appeal process for denied applicants in the Town of Apex ADA Plan in accordance with the ADA and CFR, this is outlined in Appendix E. For people granted eligibility, the documentation of eligibility will include at least the following information: the individual's name, the name of the transit provider, the telephone number of the GoWake Access paratransit coordinator, an expiration date for eligibility (if applicable), and any conditions or limitations on the individual's eligibility, including the use of a Personal Care Attendant.

Persons denied ADA paratransit eligibility or suspended from service for no-shows or other reasons will have the ability to submit an appeal following the process outlined in Appendix E.

GoWake Access will provide paratransit service for visitors in the GoApex paratransit service area in accordance with the ADA and the CFR. Individuals that other transit agencies have determined to be ADA paratransit eligible can present documentation of eligibility received from these other agencies. GoWake Access will give 'full faith and credit' to the ID card or other documentation from the other transit agency. Visitors with disabilities may not have documentation of ADA paratransit eligibility from another transit agency. For visitors whose disability is apparent, no additional documentation is required. For visitors whose disability is not apparent, requiring documentation of disability, such as a letter from a medical professional will be permitted. GoWake Access will make paratransit service available for any combination of 21 days during any 365-day period beginning with the visitor's first use of the service.

## **Reservations**

### Making Reservations and Waiting Lists

Requirements regarding trip reservation will align with the ADA, CFR, and GoWake Access Policy. Every effort will be made to not deny paratransit trips in the GoApex Route 1 paratransit service area during fixed-route operations per the ADA. If a trip is denied, then it will be reported. Waiting lists may not be used to access the ADA paratransit service. Transportation services will be provided on a coordinated, shared ride service design. Disability service will not be limited because of capacity constraints. The number of trips provided to an individual will not be restricted. System capacity will be continually monitored and evaluated to determine the need for modification of resources, such as number of drivers, number of support staff, and number of vehicles. System capacity is considered to be 1 passengers/hour. System performance is measured by the number of passengers/hour the system is carrying, the number of trip denials, and the number of late pickups the system is experiencing.

All transportation reservations must be made through the GoWake Access Call Center. All pickup and drop-off times must be established during the time of trip reservation. GoWake Access will have the option to make trip reservations up to 14 days in advance of an eligible individual's desired trips. Riders must call at least the day before the trip to schedule a ride. GoWake Access will make next-day trip reservation service available during all normal business hours of its administrative offices, as well as during times, comparable to normal business hours, on a day when the entity's offices are not open before a service day. The reservation service on any day does not have to be provided directly by a "real person". An answering machine or other technology will suffice. An individual will be able to reserve service for any time during the next day of service. If an eligible rider leaves a voicemail on a day when GoWake Access offices are not open before a day of service and the eligible rider is unable to be reached, GoWake Access will provide the trip at the time requested. GoWake Access may negotiate pickup times with the passenger, but GoWake Access will not require an eligible rider to schedule a trip to begin more than one hour before or after the individual's desired departure time. The negotiation



window of one hour before or after the individual's desired departure time can be used unless the trip has constraints with respect to when they can begin (e.g., not before the end of the individual's workday or not until after an appointment is over). When scheduling by appointment time, a rider may request either a pickup time or a drop-off time for a given trip, but not both.

### Pickup Times

Pickup windows will be consistent with the FTA Circular. Pickup windows will be no longer than 30 minutes in total. GoWake Access will establish a pickup window policy for GoApex Route 1 paratransit service to "bracket" the 30-minute window around the negotiated pickup time (-15/+15 window). If GoWake Access needs to adjust the pickup window, the agency will renegotiate the pickup time with the rider. Such renegotiations with the rider will occur no later than a day before the scheduled travel day. Any negotiations are subject to rider acceptance; if the rider refuses, GoWake Access will provide the trip as previously negotiated. If GoWake Access is unable to reach the rider, the agency will provide the trip as previously negotiated. A driver is considered late if he/she arrives outside of the pickup window.

### Drop-off Times

Drop-off times will be consistent under the GoWake Access policy. If the eligible individual gives a time by which they must arrive at their destination, the paratransit trip drop-off must be on time or early. If the passenger arrives at their destination past the designated drop-off time, this would be considered a late trip. If the eligible individual makes a trip reservation for a specific pickup time then a drop-off time does not apply, other than it cannot be an excessively long trip.

### No Show Definition and Policy

The Town of Apex maintains a paratransit no-show policy and is included as Appendix F. This policy requests that passengers be ready to be transported within the scheduled 30-minute pick-up window. A No-Show occurs when all of the following criteria are met:

- There has been no call by the rider to cancel the scheduled trip at least 1 hour prior to the start of the pickup window.
- AND**
- The vehicle arrives at the scheduled pickup location within the 30-minute pickup window.
- AND**
- The driver has waited 5 minutes after arriving during the pickup window.

After waiting for 5 minutes, the driver is instructed to leave a No-Show tag, and proceed to the next destination.

### Accompanying Passengers, Attendants and Companions

The CFR requires that paratransit service be provided to one person accompanying the eligible individual in addition to the eligible individual's Personal Care Attendant (PCA). Other accompanying passengers will be served on a space-available basis. In order to be considered "accompanying" the eligible individual, the other individual(s) must have the same origin and destination as the eligible individual. GoWake Access will require that the eligible individual reserve space for the companion(s) when the individual reserves his or her own ride.

### Assistance

Drivers are trained to provide minimal assistance only. Drivers are not trained to provide medical assistance. Passengers are advised that drivers are not permitted to operate a scooter or electric wheelchair onto the lift. The passenger is responsible for getting onto the lift with minimal driver assistance for these devices.

### Packages

Passengers will be transported with up to two packages, so long as they can carry them on their own. Packages must fit under seats or be secured to the satisfaction of the driver'.

### Accommodating Other Mobility Devices, Life Support Equipment or Service Animals

GoWake Access will permit the use of a lift for personal transportation devices when used as a mobility device by eligible customers as long as it does not exceed the capacity of the lift utilized including the user, per 49 CFR §38. All paratransit passengers will be permitted to travel with service animals trained to assist them.

### Use of Portable Oxygen/Respirator Equipment

As required by the ADA, persons using GoWake Access may bring respirator, portable oxygen, and/or other life support equipment on board our vehicles, as long as they do not violate the law or rules relating to the transportation of hazardous materials. All equipment must be small enough to fit into the vehicle safely without obstructing the aisle and/or blocking emergency exits.

### Other Assistance

All material made available to applicants and passengers of GoApex complementary paratransit service will be provided in accessible formats upon request. For visually-impaired customers, phone calls will be made in addition to letters referenced in this document. Mobility training will be made available upon request.

### Appeals Process

If you have been denied ADA paratransit eligibility or suspended from service for no-shows or other reasons you have the ability to submit an appeal. The appeal process is outlined in Appendix E.

### **Attachments:**

Appendix A: GoApex Route 1 Fixed Route Map

Appendix B: GoApex Route 1 Paratransit Service Area Map

Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures

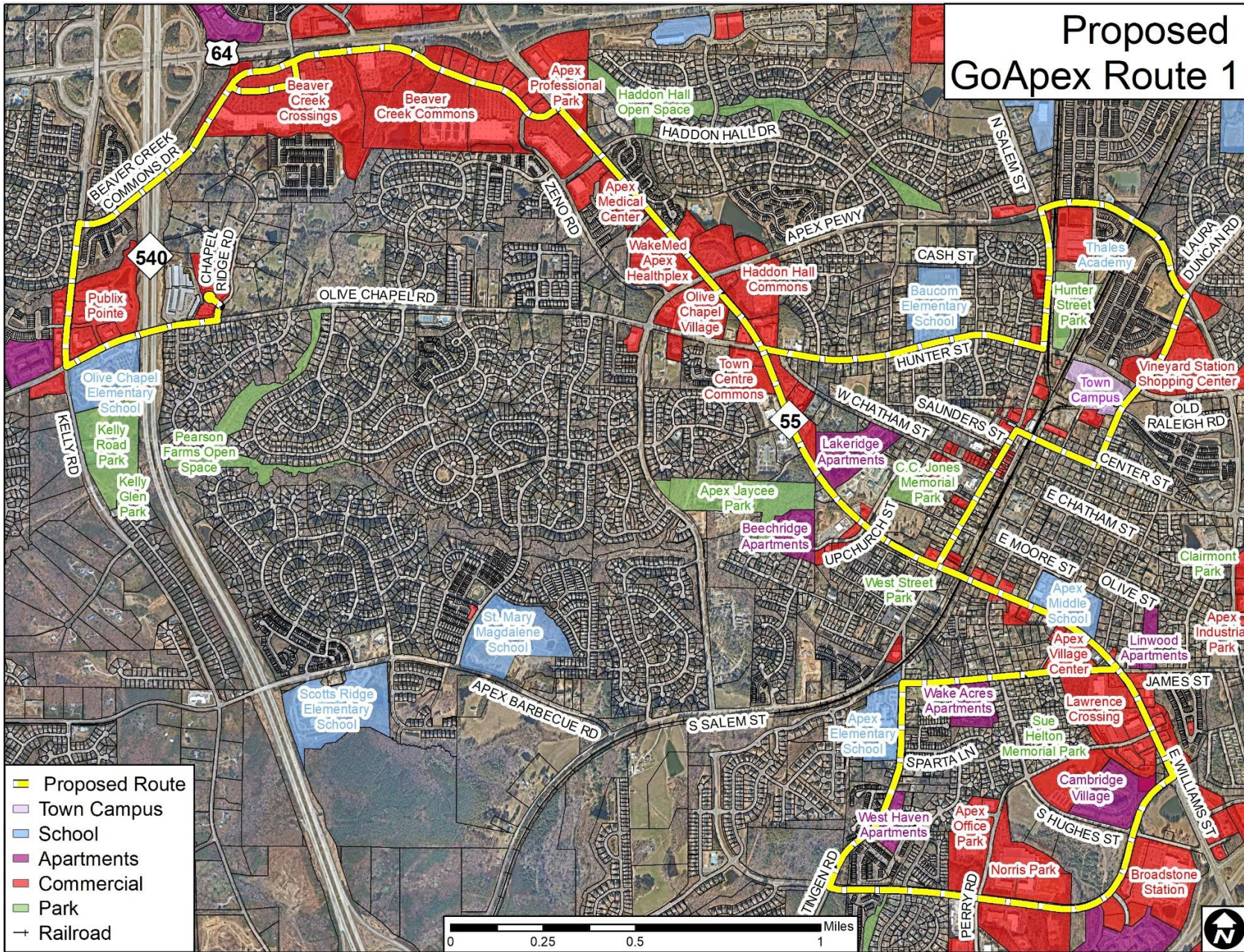
Appendix D: Town of Apex Door to Door Application

Appendix E: Town of Apex Appeal Process

Appendix F: Town of Apex No-Show Policy

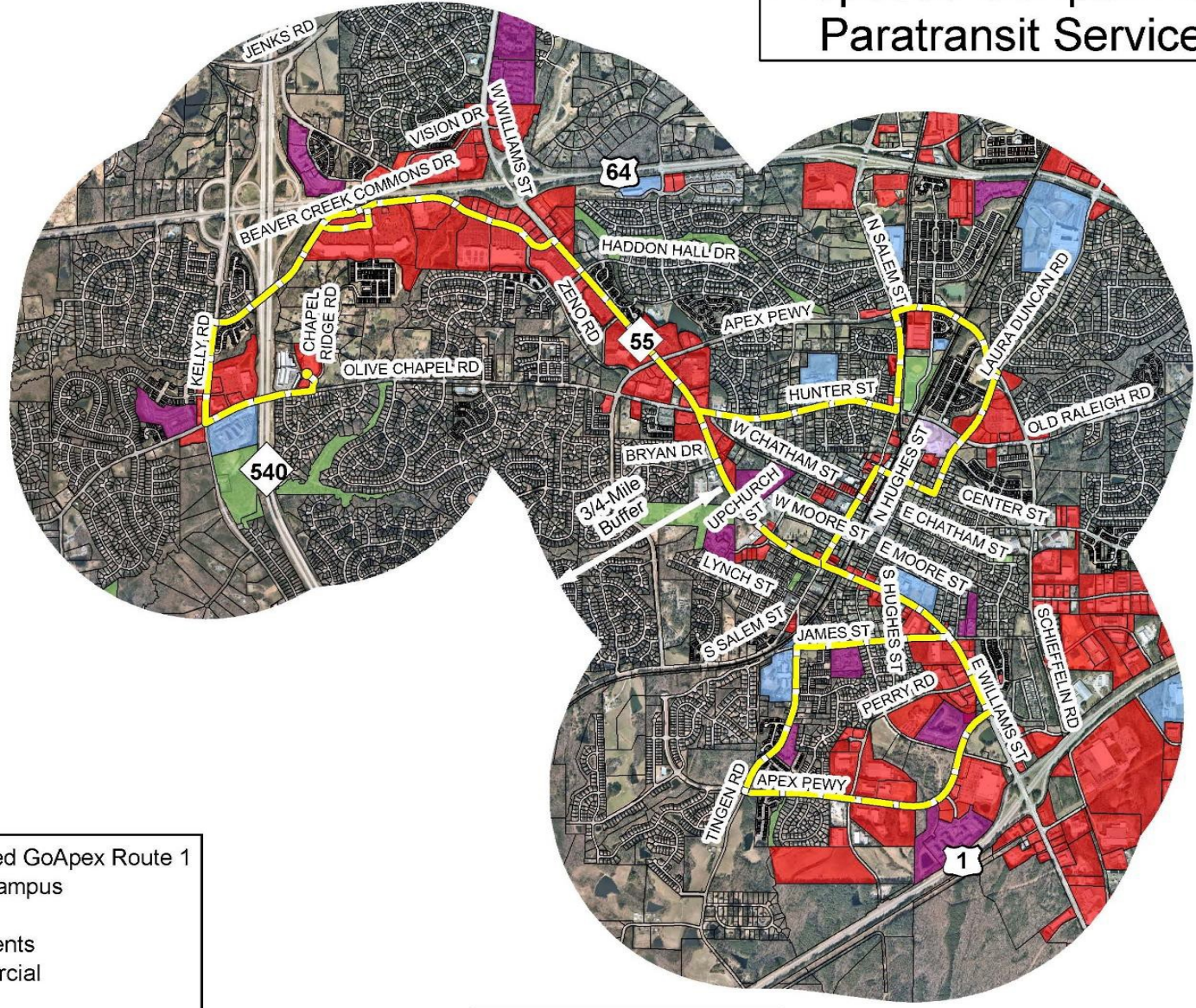
Appendix A: GoApex Route 1 Fixed Route Map

# Proposed GoApex Route 1

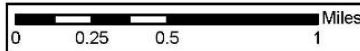


Appendix B: GoApex Route 1 Paratransit Service Area Map

Proposed GoApex Route 1  
Paratransit Service Area



- Proposed GoApex Route 1
- Town Campus
- School
- Apartments
- Commercial
- Park
- + Railroad



## **Appendix C: GoApex Route 1 ADA Paratransit Capacity Constraints Policy and Procedures**

### GoApex Route 1: ADA Paratransit Capacity Constraints Policy and Procedures

It is important for GoWake Access and the Town of Apex to monitor ADA paratransit service performance to ensure that operational patterns and practices that may indicate capacity constraints are identified in a timely way.

#### Excessive Trip Length Policy and Standard

The length of a GoApex paratransit client's ride should be comparable to a ride on the fixed-route service. This includes walk time at both ends of a trip, wait time for a bus, onboard ride time, and transfer time, if applicable. After a year of paratransit operations, The Town of Apex will set a standard for the percentage of ADA paratransit trips with travel times equal to or less than a similar fixed route trip.

#### Data Analysis Procedures

1. GoWake Access will identify the average paratransit travel time for all GoApex Route 1 paratransit trips. Average travel time can be calculated by reservations/scheduling software. Average travel time over a year's period, which would take into account seasonable variations, will be collected during the first year of service operations.
2. GoWake Access will use scheduling software to generate a list of trips with travel times exceeding that average based on an analysis of the trips taken that month.
3. The Town of Apex will compare travel times for those trips to fixed route itineraries for the same origin and destination and day of week/time of day. Fixed route itineraries should include an estimate of walk, travel, and transfer time for the fixed routes a client would use to make a comparable fixed route trip.  
Travel times of comparable fixed route trips will be generated by Google Transit or some other online trip planner, as long as all the elements of the trip (walk, wait, travel, transfer) are included in the itinerary.  
Depending on how many trips are on the long trips list, all trips or a sample (every Xth trip, for example) will be analyzed. A sample of 20-30 trips is sufficient.
4. The Town of Apex will calculate the percentage of paratransit trips with travel times that exceed their fixed route equivalents, based on the month's sample. This percentage will be compared against the Town of Apex's standard. The Town of Apex will share these results with GoWake Access.
5. Regardless of the percentage of trips with excessive trip length is within the standard, GoWake Access will also take a closer look at the long trips to see if there is a pattern that should be addressed. For example, clients who are the first on and the last off the vehicle on a regular run to a human service program may experience long travel times every day that could be alleviated by splitting that run in two.

## Appendix D: GoApex Paratransit Service Application



## Application for Paratransit Service

GoApex Paratransit is a shared ride service for persons with disabilities that prevent them from using the GoApex fixed route system. This service will be provided by GoWake Access.

Interested individuals must complete an eligibility application and receive approval from GoWake Access before reservations will be accepted.

### Instructions

- Complete the eligibility application, including Section II.
- Mail Application to Attn: Kennard Coleman GoWake Access 4401 Bland Road, Raleigh, NC 27609 or email application to [kennard.coleman@wakegov.com](mailto:kennard.coleman@wakegov.com)
- Once your completed application is received it will be reviewed for eligibility. You will be notified in writing of the determination of eligibility within 21 days by GoWake Access. If eligibility is not determined within 21 days of receipt of a completed application, the applicant will be treated as eligible and provided service until a final eligibility determination is made.

**Application:**

Date of Application: \_\_\_\_\_

**Section I. General Information**

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address:

Preferred Contact Method  Home Phone  Cell Phone  Email

**IMPORTANT NOTE:**

By providing your email address, you agree to receive email communication from GoWake Access and the Town of Apex. If you subscribe to the email service option, your email address will not be given to third parties in accordance with state law. We will only use the email to: (1) communicate with you about GoApex matters; (2) share emergency information with you; and/or (3) contact you regarding any email subscriber administrative issues that may arise. For questions, please call (919) 249-1240.



Emergency Contact Information

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Do you require any of the following? (check all that apply)

- |                   |                          |     |                          |    |
|-------------------|--------------------------|-----|--------------------------|----|
| Manual Wheelchair | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Power Wheelchair  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Motorized Scooter | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Cane              | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Walker            | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Crutches          | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Braces            | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Service Animal    | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Oxygen            | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

Other (please explain): \_\_\_\_\_

**IMPORTANT NOTE**

Passengers who use wheelchairs/scooters must have a ramp if steps are present. Driver's will not "bump" passengers up/down stairs or in/out of houses/buildings. Lastly, please be aware that the lift capacity is **750lbs.**

1. Is your condition:

Permanent     Vary day to day     Temporary

If Temporary, what is the anticipated end date? \_\_\_\_\_

2. If GoApex offered free training on how to ride the fixed route buses, would you be interested?  Yes  No

3. Do you require a Personal Care Attendant (PCA) to assist with travel?

Yes, Sometimes     Yes, Always     No

I understand that the purpose of the application is to determine if I am eligible for GoApex's Door to Door transportation service. I certify that the information I gave in this application is true and correct to the best of my knowledge and that the application will be returned to me if it is not complete, which delays processing. I understand that falsification or misrepresentation of facts, or changes in my medical condition, may result in changes to my certification status. I further understand that additional information from my healthcare professional related to my disability or medical condition is required for ADA complementary paratransit service and will be used to help determine my eligibility. I agree to notify GoApex if I no longer need to use the Door to Door service.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Applicants must be 18 years of age to sign independently. Otherwise, the signature of a guardian is required.)

Applicant's Representative If someone other than the applicant has completed this application, the following information must be provided.

**Printed Name:** \_\_\_\_\_

**Daytime Telephone Number:** \_\_\_\_\_

**Relationship to Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorization for Release of Information**

I authorize the professional who has completed Section II of this application to release to GoWake Access, information about my disability or health condition and its effect on my ability to travel on the GoApex transit system. I understand that I may revoke this authorization at any time.

I, the applicant, understand that the purpose of this application is to determine my eligibility to use the GoApex Door to Door services. I agree to release the information requested to GoWake Access and any eligibility review panel and understand that the information contained herein will be treated confidentially, unless otherwise required by law. I understand further that GoWake Access reserves the right to request additional information at its discretion. I agree to notify GoWake Access of any changes in the status of my disability that affects my ability to use the GoApex Door to Door services. I also understand that this may affect my eligibility as a rider.

Applicant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Applicant's **Physical** Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant's **Mailing** Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant's Telephone Number: \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Name \_\_\_\_\_

**Section II: Health Care Provider Verification**

Dear Verifying Professional:

You are being asked by the applicant named in this application to provide information regarding their ability to use the public transportation services of GoApex. GoApex provides transportation services to eligible persons with disabilities who cannot use regular fixed route bus services. The information you provide will allow us to evaluate the request and determine the individual's specific needs. Thank you for your cooperation in this matter.

**PLEASE NOTE:** GoApex fixed route bus services available within the Town of Apex are currently accessible to persons with disabilities.

The individual applying for service under the Americans with Disabilities Act (ADA) **MUST BE UNABLE TO ACCESS THESE SERVICES** due to:

- Conditions which prevent them from getting to or from a GoApex fixed route bus stop, or transferring between vehicles **and/or**
- Conditions which prevent them from being able to get on, ride, or get off an ADA accessible vehicle

The completed application must be submitted to GoApex within thirty (30) days of completion by selected professional and can be returned to the applicant or sent to the following:

By Mail: ATTN: Kennard Coleman, GoWake Access 4401 Bland Road Raleigh, NC 27609  
By Email: kennard.coleman@wakegov.com

**(PLEASE PRINT)**

Name of Client: \_\_\_\_\_

1. Capacity in which you know the applicant: \_\_\_\_\_

2. When was the applicant last treated or seen by you? \_\_\_\_\_

3. On average, how frequently is the applicant seen by you? \_\_\_\_\_

4. Has the applicant been diagnosed with a physical, cognitive, psychological, or other disability that would prevent them from using GoApex's fixed route bus service?

Yes       No

5. Does the applicant's disability or condition prevent the use of regular fixed route bus service?

Yes, Sometimes       Yes, Always       No

If Sometimes, please explain: \_\_\_\_\_

\_\_\_\_\_

6. Could the applicant use regular fixed route buses with travel training? Travel training is an instructional process where seniors, persons with disabilities and individuals learn how to navigate and ride public transit safely and independently. It can be offered through one-on-one training or group training.

Yes, Sometimes

Yes, Always

No

If Sometimes, please explain: \_\_\_\_\_

---

7. How far can the applicant walk/travel by themselves or with the assistance of a mobility aid? (choose one of the options below and fill in a number beside it)

\_\_\_\_\_ Feet

\_\_\_\_\_ Blocks

\_\_\_\_\_ Miles

8. What is the expected duration of this individual's condition?

Temporary: Approximate expected duration until \_\_\_/\_\_\_/\_\_\_

Long-term: Potential for improvement or periods of remission

Permanent: No expectation of functional improvement

---

---

Please choose the statement below which best represents your professional opinion regarding the applicant's use of public transportation:

The applicant should be able to access fixed route public transportation successfully.

The applicant can use fixed route public transportation successfully but may need to utilize Door to Door service **under certain conditions** due to a disabling condition or functional limitation.

Please explain conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The applicant cannot use fixed route public transportation due to a disabling condition or functional limitation and requires Door to Door service **without conditions**.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

(If not a licensed physician, please indicate Title & Certification)

Organization/Practice \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email address: \_\_\_\_\_



Applicant Name \_\_\_\_\_

**FOR Town of Apex/GoApex USE ONLY**

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

UNCONDITIONAL \_\_\_\_\_

CONDITIONAL \_\_\_\_\_

TEMPORARY \_\_\_\_\_

ISSUED BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

FILE NUMBER \_\_\_\_\_

## **Appendix E: GoApex Appeal Process**

### Denial of Paratransit Service

GoWake Access will carefully review each application to ensure that only qualified persons are approved. Upon completion of review, a letter of certification or denial will be mailed. If your application for paratransit service was denied, you have the right to appeal this decision.

### ADA Application Appeals

To appeal the decision, you will need to submit your request in writing, sixty (60) days within receipt of the denial letter.

Appeals may be mailed to:

**ATTN: Kennard Coleman, GoWake Access  
4401 Bland Road Raleigh, NC 27609**

Your appeal will be heard by an ADA Appeals Board. The ADA Appeals Board consists of individuals who are not involved in the initial certification process. Their decision is made independently of the ADA Certification Process.

Upon receipt of your letter, GoApex will set up a meeting with the ADA Appeals Board. You will be notified by mail of the date and time of this meeting. You will have the opportunity to submit any additional information and written evidence and/or arguments to support your qualifications for service. You may bring a representative with you to this meeting.

You will be notified of the Appeals Board's decision in writing within thirty (30) days of the hearing. The Board's decision is final.

### Denial of Paratransit Service Due to No-Show:

If a rider has a pattern and practice of No-Shows/Late Cancellations as provided above, GoWake Access will send them a suspension letter or email, proposing to suspend service with instructions on the appeals process (with an option for an in-person appeal). The notice will specify the basis of the proposed action and set forth the proposed suspension. The notice will advise the individual of the right to appeal the assessment of any no-shows/late cancellations and/or suspensions of service by submitting a letter of appeal to GoWake Access. Individuals will have 60 days (or 90 days if the individual has a good reason for delay) from the date of the written notice to submit their request for an appeal. GoWake Access will not require such requests to include the basis or reasons for the appeal. The choice to submit written information in advance of or instead of an appeal hearing would be for the appellant to make. GoWake Access will provide the individual with a hearing to present information and arguments and review the situation and provide the individual with transportation services if the decision to suspend transportation services was wrong. A local hearing will be held within five (5) days of the individual's request unless the individual asks for it to be postponed. The hearing can be postponed (for a good reason), for as much as 10 calendar days. To the extent practicable, the individuals deciding appeals will not be those involved with the initial decision to suspend service. GoWake Access will provide written

notification of the decision and the reasons for it. GoWake Access will not be required to provide paratransit service to the individual pending the determination on appeal. However, if a decision has not been made within 30 days of the completion of the appeal process, GoWake Access will provide paratransit service from that time until and unless a decision to deny the appeal is issued. Critical needs clients such as, dialysis and chemotherapy patients will not have their paratransit services suspended. All appeals must be submitted in writing within 30 days. Please include the time, date and pickup address of the no-showed ride you are appealing.

## **Appendix F: GoApex No Show Policy**

### No-Shows and Late Cancellations

No-Show and Late Cancellation policies will be in compliance with the ADA and CFR. To avoid a No-Show or late cancellation, the client must be ready at the designated place for pickup within the pickup window given by the Customer Service Representative.

### No-Show

A No-Show occurs when all of the following criteria are met:

- There has been no call by the rider to cancel the scheduled trip at least 1 hour prior to the start of the pickup window.
- AND**
- The vehicle arrives at the scheduled pickup location within the 30-minute pickup window.
- AND**
- The driver has waited 5 minutes after arriving during the pickup window.

After waiting for 5 minutes, the driver is instructed to leave a No-Show tag, and proceed to the next destination.

### Late Cancellation

A late cancellation occurs when the rider does not call to cancel a specific scheduled trip at least 1 hour prior to start of the pickup window. Late cancellations will be treated as “No-Shows”.

### No-Shows Beyond Passenger’s Control

Trips cancelled for reasons that are beyond the rider’s control will not be considered “No-Shows”. This includes missed trips resulting due to sudden illness, family or personal emergency, transit connection delay, appointment delay, extreme weather conditions, operator error, paratransit lateness, or other unforeseen reasons for which it is not possible to call to cancel in time or to take trips as scheduled.

### Subsequent Trips

If a rider has a No-Show for the outgoing portion of a round trip, they will still keep return trips and subsequent trips on schedules unless there was an indication from a rider or other reliable source that they will not need the return trips. GoWake Access will attempt to contact the client to see if they need the return trip to avoid another No-Show.

### No-Show Notifications

GoWake Access will send a written warning after five (5) No-Shows. The written correspondence will list the total number of No-Shows and the percent of No-Shows in reference to the total number of trips booked in the calendar month. Specific dates, times, and locations of each No-Show in the calendar month will be provided in writing upon rider request.

### Pattern and Practice of No-Shows

Riders may be suspended from paratransit service when they show a “pattern and practice” of No-Shows, which occurs when:

- A rider has five (5) or more No-Shows in a calendar month; AND
- The number of No-Shows represents more than 15% of the trips booked by the rider in a calendar month.

### Suspension Periods

The following suspension periods shall apply:

- 1<sup>st</sup> violation: Warning Letter/Email
- 2<sup>nd</sup> violation: 7-day suspension
- 3<sup>rd</sup> violation: 14-day suspension
- 4<sup>th</sup> violation: 30-day suspension.

### Notification of No-Show Policy

ADA Patron Address

Dear

It is the policy of GoApex to inform our patrons of factors that may affect their transit services. No-shows are one of those factors.

No-Shows, as well as late cancellations, result in wasted trips which could have been used by other passengers. It is the policy of GoApex to record each customer's no-shows and apply appropriate sanctions when customers establish a pattern of excessive No-Shows.

For your information, attached is the policy that provides what defines a No-Show and what actions may be taken.

Thank you for your patronage

## Attachment B – Wake County Complaints and Appeals Policy

### COMPLAINTS

#### **Was there a problem with your transportation?**

For a commendation or a complaint to be filed, the customer must call the GoWake Access Call Center at (919) 212-7005 press option 4 or contact the Consumer Experience Management Team at 919-212-7155. Complaints may also be filed online:

<http://www.wakegov.com/humanservices/administration/Pages/HSComplaintForm.aspx>

Complaints must be reported within 24-48 hours after the incidence. The representative will enter the information into a database and distribute to the appropriate person. We appreciate any and all timely feedback, with as much detail as possible.

The GoWake Access staff will follow up with the appropriate persons to correct and resolve the issue. The customer will receive a phone call/letter verifying that the complaint was filed and what the corrective measures are.

If dissatisfied with the resolution, then clients may appeal actions taken on complaint resolutions within 7 days of the date of the resolution notification by addressing the Transportation Manager in writing at the address below. The appeal should include all relevant information.

**GoWake Access Services  
220 Swinburne Street  
PO Box 46833  
Raleigh, NC 27620-6833  
Attn: Anita Davis, Transportation Manager**

### APPEALS

Complainant may appeal actions taken on complaint resolution within seven (7) days of date of resolution notification by addressing the Transportation Manager in writing at the address below. The appeal should include all relevant information.

Wake County Human Services  
Transportation Manager  
220 Swinburne St  
P O Box 46833  
Raleigh, NC 27620-6833

The Transportation Manager will attempt to resolve the appeal by contacting the complainant and other relevant parties. If the Transportation Manager cannot resolve the complaint in three (3) business days, then the appeal will be forwarded and considered by the WCHS Deputy Director. The WCHS Deputy Director will respond to the complainant in writing within five (5) working days. The decision of the WCHS Director is final. Appeals and their final resolution will be entered into the Lotus Notes database

and will be reported as part of the GoWake Access vendor's monthly management report, which is provided to GoWake Access staff and Sponsor Agencies.