

Wal-to Wal DIAL-a-RIDE

Program Policies

(Section 4 of Walworth County Transportation Programs Policies and Procedures)

January 2018

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For questions or information, contact Nicole Hill @ (262) 741-4352

Policy 4.1 – Fares, Trip Definition, Operating Hours and Payments

This policy is established to clearly delineate the fare structure, the allowable ways of paying a fare and the definition of a “trip”.

4.1.1 As a “shared-ride” public transit operation Wal-to-Wal DIAL-a-RIDE cannot always guarantee that an individual customer will be the only occupant of the vehicle other than the driver. Our contract with the service provider requires that they, at a minimum, are able to provide vehicles that can accommodate three seated passengers and one wheelchair passenger or one seated passenger and two wheelchair passengers.

4.1.2 Pricing of our service is based on the assumption that the great majority of our trips will be provided by small vans which are more economical to operate. This economy is part of the reason that fares can remain as low as they are. Fares are as follows:

- Seniors (age 60+) and the Disabled **\$2.50** one way
- Children under 8 **Free** *(must be accompanied by an adult with a maximum of two children per adult rider. Multiple child/adult trips must be noted to the dispatcher at time of reservation).*
- Children ages 8 to 17 **\$2.50** one way
- Adults ages 18 to 59 **\$3.50** one-way same community
\$5.00 one way between communities

4.1.3 A “trip” is defined as a pick-up in one location and the first drop-off in a second location. Multiple trips will require more than one fare and must be arranged as part of the initial reservation (a return pick-up from the Doctor’s office, for example, with a stopover requiring limited waiting at a pharmacy for an already called in and confirmed “ready” prescription). Trips through drive-up windows cannot be accommodated because of the height of some of our vehicles.

4.1.4 Hours of service shall be as follows:

- Weekdays (Monday through Friday) - 6am to 7pm
- Saturdays – 7am to 5:30pm
- Sundays – No service
- Holidays – No service

4.1.5 Only cash can be accepted. Drivers will attempt to make change but please try to have exact fare. Bills larger than \$20 cannot be accepted. No pre-paid fare options (punch tickets, tokens) are available. Special higher priced pre-paid “Agency Vouchers” are honored in unique pre-arranged situations. Drivers are not allowed to accept tips or gratuities.

Policy 4.2 - AGENCY FARE POLICY

Under federal and state guidelines WI Counties operating shared-ride transit services are required to levy a fee for each ride. This charge is heavily subsidized by federal and state grants as well as local property tax dollars to make basic transportation services available and affordable for the entire general population.

Transportation funding is limited. An agency fare can be established to maintain the “primacy” of general public transit services and to avoid or limit the potential off-loading of trips that are more appropriately funded by other public or private sources. All communities, operators and organizations struggle to maximize services with limited resources and it is inherently unfair to burden one entity with another’s costs without reasonable compensation. The County’s cost per hour to provide Shared-Ride Transit service is significantly higher than the established agency fare.

4.2.1 A uniform agency fare of \$8 for all Walworth County trips provided by Wal-to-Wal DIAL-a-RIDE is established.

4.2.2 Individuals living independently who require support from a family member, paid caregiver and/or a guardian, and are capable of traveling independently but might need assistance scheduling a ride, can have a family member, caregiver or guardian request transportation without incurring an agency fare. Unless there is documentation on file certifying the need for an attendant, the family member, caregiver or guardian will not be exempt from paying a regular fare if they chose to travel along.

4.2.3 Walworth County has established a standard that the provision of Shared-Ride Transit services will not negatively impact the ability to provide basic transportation services to Walworth County elderly and disabled populations and managing overall demand via increased rates may not be avoidable. Future agency fares may be adjusted with sixty (60) day notice to existing agency fare program sponsors at the sole discretion of Walworth County.

4.2.4 Like all Wal-to-Wal trips, transportation outside of Walworth County is NOT allowed. All other Wal-to-Wal policies, standards and guidelines shall apply to transportation supported by agency fares. Agencies interested in contracting for agency fare transportation are required to pay in advance and agree to sign the “Agency Voucher Fare Agreement” provided in Standard Policy # 4.3 for each batch of vouchers provided.

4.2.5 There will be NO provisions for “punch cards” or other pre-paid fare media other than vouchers. The total amount of outstanding unredeemed vouchers in any given month is at the sole discretion of Walworth County.

Policy 4.3 AGENCY FARE VOUCHER AGREEMENT

Under federal and state guidelines WI Counties operating shared-ride transit services are required to levy a fee for each ride. This charge is heavily subsidized by federal and state grants as well as local property tax dollars to make basic transportation services available and affordable for the entire general population. Funding is limited. An "Agency" fare can be established to maintain the "primacy" of general public transit services and avoid or limit the potential off-loading of trips that are more appropriately funded by other sources.

"In effect, agency fares represent a compromise (agreed upon by the Wisconsin Department of Human Services and the Federal Transit Administration) so that public transit systems can recover some costs while human service organizations can utilize public transit for a lower cost than would be paid to provide providers." WisDOT Agency Fare Frequently Asked Questions 10-16-2014

4.3.1 The initial one-way agency fare will be \$8 for all Walworth County trips effective April 1. Transportation outside of Walworth County is NOT provided by Walworth County Shared-Ride. There are NO provisions for "punch cards" or other pre-paid fare media other than vouchers. The total amount of outstanding unredeemed vouchers in any given month is at the discretion of Walworth County.

4.3.2 Valid agency agreements shall be in the following form:

_____ agrees to make advance payment amounting to a total of \$8 for each of the Walworth County Shared Ride (aka Wal-to-Wal DIAL-a-RIDE) transportation vouchers numbered _____ through _____ and assumes responsibility for the security, safe-keeping and appropriate use of these vouchers. Honored vouchers submitted to Walworth County by its transportation contractor (VIP Services, Inc.) shall be the basis for actual incurred costs. Vouchers will be retained by VIP Services drivers and must have all requested information entered legibly (non-erasable) before being presented for service.

Payments are to be made by check or electronic fund transfer to VIP Services Inc. and are to be dated and clearly marked as "Walworth County Shared Ride Voucher Payment". The agency agrees to work with Walworth County and VIP Services, Inc. at curbing any potential abuse of this voucher process.

Credits toward additional vouchers will be provided upon forfeiture by my agency of for any unused or damaged vouchers at the sole discretion of Walworth County.

Signature of Agency Responsible Party _____ Date _____

***Future rates may be adjusted at the sole discretion of Walworth County with the understanding that all communities, operators and organizations struggle to maximize services with limited resources and it is inherently unfair to burden one entity with another's costs without reasonable compensation. The County's cost per hour to provide Shared-Ride Transit service is significantly higher than the established agency fare. Walworth County has established a standard that the provision of Shared-Ride Transit services will not negatively impact the ability to provide basic transportation services to Walworth County elderly and disabled populations and managing overall demand via increased rates may not be avoidable.

Policy 4.4 – No Charge Passage for an Attendant When Required

This policy is established in the best interest of passenger safety. Passengers with physical and/or cognitive impairments that could make traveling alone potentially unsafe may have an attendant travel with the passenger at no charge under the conditions listed below. Individuals who have not arranged for “documented” certified attendant status will be required to pay a fare both for the passenger and the attendant until such time as documentation is provided.

4.4.1 Individuals living independently should advise the dispatcher in advance that a “certified” attendant will be travelling with the individual scheduling the ride. A physician’s note certifying that a travel attendant is needed must be on file or provided at the time of the ride for free passage to be provided. The note can be given to the driver on the first scheduled ride and later provided by the driver to the dispatcher. The dispatcher will make a copy and mail it back to the customer’s address on file. A notation will be made in the customer’s background information for future reference.

4.4.2 Individuals living independently who require support from a family member, paid caregiver and/or a guardian, and are capable of traveling independently but might need assistance scheduling a ride, can have a family member, caregiver or guardian request transportation without incurring an agency fare. Unless there is documentation on file certifying the need for an attendant, the family member, caregiver or guardian will not be exempt from paying a regular fare if they chose to travel along (see **Policy 4.2 – Agency Fares**).

4.4.3 For individuals living in a skilled nursing or similar residential facility, trips booked on the behalf of residents that require an attendant should clearly communicate the need for an attendant to Wal-to-Wal DIAL-a-RIDE dispatchers when the travel is arranged; the attendant should be arranged by the booking party. Skilled nursing home and residential facilities are not necessarily required to have paid staff serve as the attendant; a competent relative or friend can serve as an attendant.

4.4.4 Individuals, regardless of living arrangement, who have been assumed to be capable of negotiating the trip without an attendant but have had previous difficulties identified by Wal-to-Wal DIAL-a-RIDE will be required to have an attendant after any situation that might be deemed to be potentially unsafe for that individual. In these situations Wal-to-Wal DIAL-a-RIDE may waive the requirement that a physician’s note be on file but certification from the VIP Transportation Manager for an attendant’s travel at no charge must be substituted.

4.4.5 Wal-to-Wal DIAL-a-RIDE reserves the right to identify situations where use of an attendant shall be required and such a determination may be appealed to the Transportation Coordinating Committee (see **Policy 4.7 - Customer Appeal Process**).

4.4.6 Couples that have both been certified to require an attendant can have a single attendant travel at no charge.

4.4.7 A spouse that is not certified to require an attendant can serve as their spouse's attendant and travel at no charge as long as documentation is on file for the certified spouse and dispatch is notified of the need for two seats at the time of the reservation.

4.4.8 Except as expressed in Section **4.4.6**, one attendant is required for each person determined to require an attendant.

Policy 4.5 - Transportation for Children, Adolescents and Students

This policy is established to provide guidance to maximize the safety of transportation for babies, children and adolescents.

4.5.1 Infants and Children under the age of eight will not require a fare but must be accompanied by an adult (defined as someone age 18 or over). One adult is required for each two infants and/or children under the age of eight. Due to van space limitations a combined maximum of three adults, infants and/or children on a single trip cannot be guaranteed unless previous arrangements have been made at least 24 hours in advance.

Wisconsin general motor vehicle regulations require that all infants and toddlers weighing under 40 pounds be contained in an approved baby car safety seat and that all children under the age of 8 weighing over 40 pounds but under 80 pounds be contained in a certified children's safety seat. For the safety of our passengers Wal-to-Wal DIAL-a-RIDE's policies mirror those regulations. Accompanying adults must provide appropriate child seats and assume all responsibility for providing certified safety seats and for the appropriate securement of the infant or child in the device or devices. Wal-to-Wal DIAL-a-RIDE reserves the right to deny an unsafe ride for the infant/child if they are not able to be contained as required by general Wisconsin Motor Vehicle requirements.

4.5.2 Transportation requests for children between the ages of eight and 17 must be called in by an adult or a representative of a Walworth County school district or other affiliated agency. They will be required to pay the advertised "Student fare" or provide a voucher supplied by a Wal-to-Wal DIAL-a-RIDE school system or other affiliated agency. Due to van space limitations a combined maximum of three adults, babies and/or children on a single trip cannot be guaranteed unless previous arrangements have been made at least 24 hours in advance. (For explanation of "agency" or "vouchers" see **Policy 4-2 Agency Fares** and/or **Policy 4.3 Voucher Program**.)

4.5.3 The designated "Student fare" is honored for both school and non-school related transportation and must be requested at trip scheduling. It is reserved for students currently enrolled in a primary or secondary school system whom have not graduated regardless of being above age 17 at the time of transportation.

4.5.4 In some instances where student status is questionable a valid school student identification card may be requested by the driver. Home schooled children may also be asked to provide similar identification. If student identification is asked for and not available the student fare will be honored if noted at trip reservation but future reservations will require some documentation and approval by the VIP Transportation Manager.

4.5.5 The same standards of orderly behavior that apply to adults shall apply to students. Students judged unruly by the driver shall be warned once of their, or their group's, behavior. If disorderly behavior continues after one general warning directed at an individual or group of students the driver will be required to notify dispatch of the need for Police or Sheriff's Department assistance and the students may be removed at the discretion of the responding authority. Record of each incident with the names of participants shall be recorded and may impact the ability of chronic offenders to use Wal-to-Wal DIAL-a-RIDE for future travel.

Responding police authorities may be responsible for arranging safe transportation for passengers who are unwilling to abide by reasonable standards of orderly behavior and individuals could be charged with disorderly conduct or a similar offense at the discretion of the police authority.

Policy 4.6 - Customer and Agency "No-Show" Policy

This policy is established to maximize resources and the number of rides available to the public by minimizing costly unproductive employee and vehicle time.

The intent of this policy is to control the excessive booking, but not completion, of scheduled Wal-to-Wal DIAL-a-RIDE trips. Valuable resources that could be used for enhanced services or reduced fares are squandered when either a passenger does not show up for a ride or does not provide a minimum of at least 2 hours of notice of a cancelled trip. More advance notice is appreciated.

Individuals who consistently do not have the adequate fare or valid agency voucher for a scheduled trip or refuse a ride shall also have such trips recorded as a "no-show". A "no-show event" may include two different trips (for example – an AM pick-up and a PM return).

4.6.1 Many times drivers can arrive at a pick-up roughly 10 minutes before the scheduled trip pick-up time. Occasionally earlier if a convenient alternative waiting location is not practical. Early arrival time will not count in the determination of a "no-show".

4.6.2 Passengers are advised to be ready in advance of the pick-up time but are not obligated to start the ride before the pick-up time unless they chose to do so.

4.6.3 Drivers are required to call in a "potential" no-show if no contact is made with the driver or dispatcher at or after the scheduled pick-up time.

4.6.4 Drivers are required to wait no more than 5 minutes after the scheduled trip pickup time.

4.6.5 A "late" trip (beginning after a wait of more than 5 minutes) occasionally can be provided if that driver and vehicle do not have another next pick-up scheduled but will be accommodated at the discretion of the dispatcher.

4.6.6 Each incident of a "no-show" shall be documented.

4.6.7 "No-show" trips arranged as part of an "Agency Voucher" arrangement shall automatically be charged to the agency without any formal appeal process.

4.6.8 Individuals incurring a no-show on a given date sacrifice their ability to have a new ride scheduled for that day at the discretion of the contractor's Transportation Manager or his/her delegate.

4.6.9 After two (2) no-show events in a consecutive thirty (30) calendar day period an individual customer's ability to schedule and take a Wal-to-Wal DIAL-a-RIDE ride shall be suspended for five (5) consecutive service days.

4.6.10 After three (3) no-show events in a consecutive thirty (30) calendar day period the individual customer's ability to schedule and take a Wal-to-Wal DIAL-a-RIDE ride shall be suspended for ten (10) consecutive service days.

4.6.11 After four (4) no-show events in a consecutive thirty (30) calendar day period the individual customer's ability to schedule and take a Wal-to-Wal DIAL-a-RIDE ride shall be suspended for thirty (30) consecutive service days.

4.6.12 Appeals to individual customer suspensions can be made as detailed under '*Policy 4.7 - Customer Appeals Process*'.

Policy 4.7 - Customer Appeal Policy and Process

This policy is established to provide a documented procedure for treating customer appeals fairly and uniformly when an action has been taken as the result of disruptive behavior and/or excessive “no-shows”. **(Policies 4.5 “Child and Student Policies” and 4.6 “No-Show Policy” along with Policy 4.4 “Attendant Policy”, Policy 4.13 “Disruptive Behavior/Infectious Disease Policy” and other established and published policies may contain background information of value in interpreting this policy.)**

4.7.1 A customer, or their designated representative, who feels that an action affecting the customer’s ability to use Wal-to-Wal DIAL-a-RIDE was inappropriate, unfair or excessive has the right to appeal the action. The contracted provider is required to clearly document all customer actions that could lead to an action affecting the customer’s ability to use Wal-to-Wal DIAL-a-RIDE.

4.7.2 Any appeal by, or on the behalf of, the party subject to an action restricting service shall be submitted in writing to the VIP Services Transportation Manager within (10) ten days after the action restricting services. The appeal communication shall state with specificity the grounds for the appeal.

4.7.3 The determination of the VIP Services Transportation Manager to restrict an individual’s use of Wal-to-Wal DIAL-a-RIDE services shall be stayed pending a written appeal to the Walworth County Mobility Coordinator. The Mobility Coordinator shall review and may reconsider or modify the action and shall specify in writing the reasons for rescission or modification to the appellant within (14) fourteen business days of receipt of the written appeal.

4.7.4 The Mobility Coordinator will seek review of a draft written response by the County’s Corporate Council before issuing the response to an appeal by an individual subject to an action restricting service. The response will then be sent by Certified Mail – Return Receipt Requested.

4.7.5 The aggrieved party may appeal the Mobility Coordinator’s determination within (10) ten days after service by mail of the Mobility Coordinator’s determination, by written notice of appeal filed with both the Mobility Coordinator and the County Administrator, Government Center, 100 West Walworth Street, PO Box 1001, Elkhorn, WI 53121.

4.7.6 The County Administrator shall appoint a special Transit Exclusion Appeals Board consisting of (3) three members of the Walworth County Transportation Coordinating Committee to hear the appeal. This special Board shall hold a hearing within 30 days after the notice has been filed. Notice of the hearing including a statement of the time, place and nature

of the hearing shall be mailed to the aggrieved party and the Mobility Coordinator at least ten (10) days prior to the hearing. The response will be sent by Certified Mail – Return Receipt Requested.

4.7.7 At the hearing, the appellant may be represented by counsel, may present evidence, and may call and examine witnesses and cross-examine witnesses of the other party. The County Administrator shall conduct the hearing and shall follow the Rules of Evidence provided in Wisconsin Statute Section 227.45, for administrative proceedings. The staff shall record all of the proceedings on tape.

4.7.8 Within 30 days of the completion of the hearing, the Appeals Board shall issue a written decision stating the reasons therefore. The Board shall make a finding on whether it is more probable than not that the excluded individual engaged in the conduct which was the basis for the exclusion. Based on testimony and the evidence in the record, the Board shall have the power to affirm or reverse the written determination or to remand it to the Mobility Coordinator with instructions for reconsideration consistent with its decision. The decision, except for remand, shall be a final determination for the purposes of judicial review. The response will then be sent to the appellant by Certified Mail – Return Receipt Requested.

4.7.9 The following definitions are applicable throughout this policy and are also documented in **Policy 4.13 Unruly Behavior/Infectious Disease Policy**:

49 CFR § 37.5 – Appendix D:

If a person is violent, seriously disruptive, or engaging in illegal conduct...the provider may, consistent with established procedures for all riders, refuse to carry the passenger.

29 CFR § 36.208:

...a person who poses a significant risk to others may be excluded [from service] if reasonable modifications to the public accommodation's policies, practices, or procedures will not eliminate that risk."

Conduct prohibited under these headings includes:

- Destruction of public property (the vehicle, and/or its furnishings)
- Doing violence to others or to oneself

- Behavior that is seriously unruly, seriously disruptive, threatening, or frightening to others
- Behavior that interferes with the safe operation of the vehicle
- Engaging in illegal conduct.
- Other conduct judged by Walworth County or its contracted transportation provider to represent an actual or potential threat to the health, safety or wellbeing of oneself, the operator, other passengers, and/or the contracted provider's employees.

“Direct threat” is defined by Federal regulations as posing a “significant risk to others”. This includes both safety issues and highly infectious diseases or conditions such as TB, when and if “reasonable modifications to ... policies, practices or procedures will not eliminate ... risk.”

Regarding involuntary non-violent behavior that is disability-related and which does not pose a direct threat (such as involuntary verbal outbursts), U.S. Department of Transportation (“USDOT”) ADA Regulations state in 49 CFR § 37.5b (“Nondiscrimination”):

It is not discrimination under this part for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons.

The Preamble to 49 CFR § 37.125h states an important reminder:

...it is only in very few and compelling situations that an entity is entitled to refuse service to an otherwise eligible person....

With regard to “direct threat”, U. S. Department of Justice (“USDOJ”) regulations state in 28 CFR § 36.208b:

In determining whether an individual poses a direct threat to the health or safety of

others, a public accommodation must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk.

4.7.10 The following responsibilities are applicable throughout this policy:

4.7.10a Walworth County has the right to suspend service or impose sanctions on riders. Contract transit providers/lessees are required to protect their own (and county vehicles and property), document all incidents, and report these promptly to Walworth County Mobility Coordinator.

4.7.10b Walworth County and its contractor are responsible for recording all incidents. Carrier transit provider/lessees and Walworth County staff must be mindful of the critical importance of maintaining confidentiality concerning information about riders' identity, personal circumstances, disability status, etc.

4.7.11 The following incremental discipline process is applicable:

4.7.11a First Offense: VIP Services issues a warning notification letter notifying the customer of an incident and advising of Wal-to-Wal DIAL-a-RIDE policies and informing that if another incident occurs, sanctions will be imposed as follows:

4.7.11b Second 2nd offense (within 2 years): 14 day Suspension (subject to appeal)

4.7.11c Third 3rd offense (within 2 years): 30 day Suspension (subject to appeal)

4.7.11d Subsequent offenses (within 2 years): 90 day Suspension (subject to appeal); further suspensions up to and including refusal of service will be determined at the exclusive discretion of the Walworth County Mobility Coordinator and/or County Administrator or designee.

Policy 4.8 – Customer Carry-On (“Shopping Bag”) Policy

This policy is established to maximize our ability to maintain a high quality, predictable and affordable level of service to all of our customers. It is NOT intended to be overly restrictive for customers who rely on our services to purchase groceries and other essential items.

4.8.1 As a “shared-ride” public transit operation we cannot always guarantee that an individual customer will be the only occupant of the vehicle other than the driver. Our contract with the service provider requires that they, at a minimum, are able to provide vehicles that can accommodate three seated passengers and one wheelchair passenger or one seated passenger and two wheelchair passengers.

4.8.2 Pricing of our service is based on the assumption that the great majority of our trips will be provided by small vans which are more economical to operate. This economy is part of the reason that fares can remain as low as they are.

4.8.3 Transport of large items (television sets or tires for example) cannot be accommodated. A limit of “two grocery sized” packages per person per individual scheduling is allowed. Drivers are not obligated to assist in loading packages.

4.8.4 An individual “scheduling” might involve multiple trips requiring more than one fare (a return pick-up from the Doctor’s office, for example, with a stopover requiring limited waiting at a pharmacy for an already called in and confirmed “ready” prescription). A quick preliminary trip to a bank to cash a check before a shopping trip might be another example. Trips through drive-up windows cannot be accommodated because of the height of some of our vehicles. (See **Policy 4.1 Hours of Operation and Trip Definition**)

4.8.5 There is a growing tendency for many retailers to provide individual plastic bags for one or two items. We ask that our passengers use a large carrying sack or two in which they can combine these multiple purchases. Combining multiple packages in one or two carry-ons allows for better control of the items while in transit and allows space for other riders and any packages that they might need to transport.

4.8.6 Customers who do not own one or two larger re-useable sacks should advise the dispatcher of their need for them when they make their reservation for a shopping trip. Up to two sacks per paying customer will be provided. A notation of how frequently you request complementary sacks will be made as part of your file and complementary sacks can be provided only once each 30 days. Drivers are not expected to be able to provide sacks if the request is not part of your trip reservation.

Policy 4.9 Customer Responsibilities

The following are established as basic customer responsibilities to ensure a safe, enjoyable and affordable rider for all. This list is current as of January 1, 2018 and will be reviewed and potentially revised at least once each year.

- 4.9.1** A “no-show” for a scheduled ride without notice will result in suspension of service for that day. Multiple “no-shows” result in longer suspensions.
- 4.9.2** A “no-show” is defined as a customer not being ready to depart more than 5 minutes after the scheduled pick-up time, scheduling a ride but not having the fare, or not cancelling a ride with at least a 2 hour notice.
- 4.9.3** Only cash can be accepted. Drivers will attempt to make change but please try to have correct fare. Bills larger than \$20 cannot be accepted.
- 4.9.4** Seat belt use is mandatory. All Wisconsin motor vehicle regulations apply.
- 4.9.5** If arranging rides for more than one person you must notify the dispatcher.
- 4.9.6** Rides for children under age 18 must be called in by an adult. Children under the age of 8 require an adult companion.
- 4.9.7** Multiple destination trips must be negotiated in advance and will require additional fares. Trips through a drive-up window are not possible.
- 4.9.10** Eating, drinking or smoking is not allowed in the vehicle.
- 4.9.11** A maximum of two shopping bags (or similar sized parcels) is allowed per customer (this is to allow adequate space for others).
- 4.9.12** Disorderly behavior, threats, or abusive language toward drivers or other customers will result in a suspension of services.
- 4.9.13** Service cannot be provided in areas where accumulated snow has not been cleared (driveways, private roads, parking lots, etc.). We ask that, if possible, customers make an assessment of local roadway conditions at least two hours in advance of pick-up and cancel the ride if conditions look unsafe. The ultimate decision of unsafe conditions will rest with the vehicle operator.

Policy 4.10 Customer Safety or Service Complaint Procedure

This policy is established to clearly delineate the process for customers to lodge service complaints and how complaints are to be researched and acted upon.

Wal-to-Wal DIAL-a-RIDE is committed to providing quality service to its customers while maintaining the highest possible level of personal safety for all. Occasional situations may require actions by the driver to resolve disruptions or conflicts in a reasonable manner including those pertaining to the comfort of fellow riders. All customers are expected to conduct themselves in such a manner as to maximize the safety and comfort of all. Drivers may recommend actions against unruly passengers which can be appealed per **Policy 4.7 Customer Appeal Policy and Process**.

Drivers are required to maintain high standards of driving safety and professional conduct. Occasionally, customers or other motorists may become concerned about a driver's actions behind the wheel. Unsafe behavior of the driver or other employee is addressed swiftly and may result in a suspension or immediate termination of the individual. The VIP Services Transportation Manager (reachable at 262-723-4043 ext. 160) should be the primary contact for any all safety or behavioral issues.

- 4.10.1** Behavior by drivers or other employees affecting the safety and comfort of passengers should be reported to the Transportation Manager. Examples of unsafe driver behavior are: speeding, weaving between lanes excessively, not coming to full stops at intersections, etc.
- 4.10.2** Each complaint is to be documented on a "Complaint Resolution" form by the Transportation Manager or designee. The complaint may address a single incident or a particular pattern of behavior causing passengers to be uncomfortable with their daily commute. Drivers or other employees who may have been observed driving unsafely, could be suspended from their driving duties while a review is underway.
- 4.10.3** The driver or other employee is to receive a letter from the VIP Services Transportation Manager outlining the complaint. The driver or other employee has seven (7) working days from receipt of the letter to respond in writing as necessary. A file is established for each complaint that is investigated.
- 4.10.4** Within ten (10) working days of receiving the driver or other employee's response, the information is reviewed by the VIP Services Transportation Manager in consultation with the VIP Services Executive Director or designee with the following possible outcomes:
 - a. Complaint is unfounded and dismissed
 - b. Driver or other employee is requested to change behavior
 - c. A retraining session is scheduled to review driving or other skills
 - d. Driving/employee status is revoked

4.10.5 If the driver or other employee disputes the finding he/she may request a second review.

- a. For complaints regarding driving or other employee incidents or habits, a panel comprised of the Transportation Manager, VIP Human Resources Director and the VIP Services Executive Director or designee completes the second review.
- b. The driver or other employee is informed of the final determination of the review panel within fifteen (15) working days from the date that the second review was requested.

4.10.6 All drivers and employees can expect:

- a. Confidentiality, respect and safety
- b. Insight or a more clear perspective on a troubling situation
- c. To be heard and understood by the other person in the situation
- d. Identification of options or agreements for resolving problems

4.10.7 At the completion of the Complaint Resolution, it is the responsibility of the drivers or other employee to abide by the decision. Once understanding (not necessarily agreement) has been established, the participants are encouraged to work together toward solutions that meet their needs.

Policy 4.11 Roadway Access Policy

This policy is established to clearly define conditions when service may not be able to be provided safely.

4.11.1 In the interest of customer safety Wal-to-Wal DIAL-a-RIDE can only provide transportation in areas that can accommodate clear vehicle passage.

4.11.2 When scheduling a ride careful consideration should be made whether or not the trip could reasonably be taken in a private vehicle. Driveways, parking lots and private roads should be fully accessible and clear of accumulated snow or other obstructions.

4.11.3 In the interest of customer safety and the safety of our driver and other motorists **service cannot be provided in areas where accumulated snow has not been cleared (driveways, private roads, parking lots, etc.).** The determination of safe passage shall be made by the individual driver or a dispatcher based on reports from other drivers using the roadways recently.

4.11.4 The dispatcher will attempt to contact passengers if a roadway has been determined unsafe.

4.11.5 Customers are asked to inspect road conditions two hours before pick-up times if possible and call in to cancel and reschedule the ride if conditions appear unsafe. "Same-day" cancellations under this provision will NOT count as a "no-show".

Policy 4.12 Holiday Service Policy

Limited resources and the potential for limited demand on Sundays and days when Holidays are celebrated require Wal-to-Wal DIAL-a-RIDE to limit service.

4.12.1 Regular Walworth County Wal-to-Wal DIAL-a-RIDE service will not be provided on Sundays and on the days designated as the following Holidays:

- **New Year's Day**
- **Easter**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Thanksgiving Day**
- **Christmas Day**

4.12.2 Special provisions may be made for regular essential medical trips (i.e. dialysis) if the treatment cannot be rescheduled to a non-holiday period. Individuals relying on Wal-to-Wal DIAL-a-RIDE for such services are required to work with their medical service provider and Wal-to-Wal DIAL-a-RIDE's contracted transportation provider in advance to avoid any confusion or potential for the lack of critical transportation service availability.

Policy 4.13 – Unruly Behavior and Infectious Diseases Policy

This policy is established to provide a definitions and guidance on how and when service can be restricted for customers of Wal-to-Wal DIAL-a-RIDE. (See Policy 4.7 “Customer Appeal Policy” for details on how to appeal.)

4.13.1 The following definitions are applicable throughout this document:

(References are to the applicable Code of Federal Regulation (CFR) guidance)

49 CFR § 37.5 – Appendix D:

If a person is violent, seriously disruptive, or engaging in illegal conduct...the provider may, consistent with established procedures for all riders, refuse to carry the passenger.

29 CFR § 36.208:

...a person who poses a significant risk to others may be excluded [from service] if reasonable modifications to the public accommodation’s policies, practices, or procedures will not eliminate that risk.

Conduct prohibited under these headings includes:

- Destruction of public property (the vehicle, and/or its furnishings)
- Doing violence to others or to oneself
- Behavior that is seriously unruly, seriously disruptive, threatening, or frightening to others
- Behavior that interferes with the safe operation of the vehicle
- Engaging in illegal conduct.
- Other conduct judged by Walworth County or its contracted transportation provider to represent an actual or potential threat to **the health, safety or wellbeing of oneself, the operator, other passengers, and/or the contracted provider’s employees.**

“Direct threat” is defined by Federal regulations as posing a “significant risk to others”. This includes both safety issues and highly infectious diseases or conditions such as TB, when and if “reasonable modifications to ... policies, practices or procedures will not eliminate ... risk.”

Regarding involuntary non-violent behavior that is disability-related and which does not pose a direct threat (such as involuntary verbal outbursts), U.S. Department of Transportation (“USDOT”) ADA Regulations state in 49 CFR § 37.5b (“Nondiscrimination”):

It is not discrimination under this part for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual's disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons.

The Preamble to 49 CFR § 37.125h states an important reminder:

...it is only in very few and compelling situations that an entity is entitled to refuse service to an otherwise eligible person.... “

With regard to “direct threat”, U. S. Department of Justice (“USDOJ”) regulations state in 28 CFR § 36.208b:

In determining whether an individual poses a direct threat to the health or safety of others, a public accommodation must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures will mitigate the risk.

4.13.2 The following responsibilities are applicable throughout this policy:

4.13.2a Walworth County has the right to suspend service or impose sanctions on riders. Contract transit providers/lessees are required to protect their own (and county

vehicles and property), document all incidents, and report these promptly to the Walworth County Mobility Coordinator.

4.13.2b Walworth County and its contractor are responsible for recording all incidents. Carrier transit provider/lessees and Walworth County staff must be mindful of the critical importance of maintaining confidentiality concerning information about riders' identity, personal circumstances, disability status, etc.