



Minnesota Regional Transit
Board: Records.

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REGIONAL TRANSIT BOARD
270 Metro Square Building
St. Paul, Minnesota 55101
612/292-8789

October 2, 1987

Dear Interested Party:

The Regional Transit Board (RTB) will be holding two public hearings on Metro Mobility in October. The public hearing schedule is as follows: October 26 in the Metropolitan Council Chambers, 300 Metro Square Bldg., St. Paul beginning at 11:30 a.m. and October 27 at the Hennepin County Government Center, Jury Assembly Room, 300 South 6th St., Minneapolis beginning at 7 p.m.

The hearings are being held to receive your comments on Metro Mobility standards for provider eligibility, selection, performance compliance and evaluation; the terms of provider contracts; the contract with the service administrator and related contract management policies and procedures of the board; fare policies; service areas, hours standards and procedures; and similar matters relating to implementation of the service.

Enclosed are support materials relating to the items discussed above. They are as follows:

- A) A general fact sheet on Metro Mobility
- B) The Agreement for Special Transportation Services between the RTB and the Metro Mobility provider
- C) The Provider Application Packet and Instructions for the Regional Transit Board's Metro Mobility Program
- D) The Metro Mobility Provider Guidelines for Service Beginning October 4, 1986
- E) The Agreement for Special Transportation Services between the RTB and the Metropolitan Transit Commission to run the Metro Mobility Administrative Center.
- F) Drafted Provider Contract Procedures that focus on provider performance, specifically penalties for noncompliance.
- G) Potential Changes for the RTB's 1988 Metro Mobility Provider and Administrative Agent Contracts

Other support materials that are available and pertain to the public hearing agenda items are as follows:

- 1) The Metro Mobility evaluation work program. The evaluation is currently being done by Carter Goble Associates, in association with Norma K. Friedrichs and Associates. This document relates to provider evaluation and service quality.
- 2) The Minnesota Department of Transportation's (Mn/DOT) state rules and standards governing special transportation services (Mn/DOT is currently revising these rules and standards). This document relates to provider performance.
- 3) The RTB's Implementation and Financial Plan. This is a general document which has parts relating to the implementation of Metro Mobility service.

- 4) The RTB's Fare Policies for the Twin Cities Metropolitan Area. This document has parts relating to Metro Mobility fare policies.
- 5) Memo to the RTB Policy Committee to update them on Metro Mobility strategies for improving safety, communications and training. This document relates to Metro Mobility provider performance and other matters relating to service improvements.
- 6) A letter to interested parties updating them on the plan for improving Metro Mobility services. This document summarizes the plan to improve Metro Mobility, which went into effect October 6, 1986. The items discussed in this document are passenger fares; provider reimbursement; trip scheduling; provider charges for additional mileage; evaluation of Metro Mobility reorganization; role of existing transit programs serving elderly and handicapped persons; agency trips; legal review of the Metro Mobility Implementation Plan; exemption to provider guidelines; Metro Mobility Administrative Center; rider representative; service fees; Medical Assistance; expansion; and provider certification.
- 7) The 504 Compliance Plan for the Twin Cities Metropolitan Area. The plan outlines how the RTB and the Metropolitan Transit Commission will provide specialized transportation services to meet the requirements of Section 504 of the Rehabilitation Act of 1973. The plan includes the following
 - A) Metro Mobility Implementation Plan - May 5, 1986
 - B) Organizations Involved in Planning Specialized Transportation Services
 - C) Metro Mobility Options and Issues - October 23, 1985
 - D) Metro Mobility Rider Eligibility Requirements
 - E) Legal Opinion on Compliance of the Metro Mobility Implementation Plan With the Minnesota Human Rights Act
 - F) Minnesota Department of Human Rights Ruling on Metro Mobility
 - G) Metro Mobility Fleet Characteristics and Service Areas
 - H) Metro Mobility Communications Materials

The public comment period will remain open until November 27. Anyone interested in submitting a statement on Metro Mobility may send their written comments to:

Regional Transit Board
270 Metro Square Bldg.
St. Paul, MN 55101

If you or anyone from your organization has a question, would like copies of other support documents listed above, or would like to be placed on the schedule to present testimony, call Tom Beaver at 292-8789.

Your input is needed to help the RTB make Metro Mobility service the best it can be.

The Regional Transit Board is responsible for transit planning, policy making and administration in the Twin Cities Metropolitan Area.

METRO MOBILITY FACTS

The Regional Transit Board (RTB) has the responsibility for mid-range planning, policy-making and coordination of transit services in the seven-county metropolitan area. Formed in 1984, at the direction of the state legislature, the RTB assumed responsibility for all transit programs formerly administered by the Minnesota Department of Transportation (Mn/DOT). One of these programs is Metro Mobility.

Metro Mobility is a demand-responsive, door-through-door transportation service for metropolitan area individuals who, because of disability, are unable to use regular route transit service.

To use Metro Mobility service, an individual must be able to meet one or more of the following criteria:

- * Unable to maneuver 1/4 mile or more.
- * Unable to go up and down the steps of a regular route bus.
- * Unable to wait outdoors for 10 minutes or more.
- * Unable to use or learn to use regular route bus service in the opinion of a competent professional. This includes mental, as well as, physical disabilities.

The project had its beginnings in 1976 as a demonstration program in a small area of Minneapolis. The service, originally called Project Mobility, was operated by the Metropolitan Transit Commission (MTC). The service was expanded to a larger area in Minneapolis in 1978, and then expanded again in 1979. Then in 1979 Mn/DOT, the Metropolitan Council, and the MTC developed the Metro Mobility program to coordinate Project Mobility, Suburban Paratransit, Morley Bus Company, and six taxicab companies.

Back then, the MTC administered the daily operations of the program which included a centralized dispatching system located at the Metro Mobility Transportation Center. Under this system, Metro Mobility riders requested trips by calling a single number for their trip requests. MTC staff was then responsible for assigning the trip request to one of the nine providers.

Riders were required to call in their requests for service the day before they wished to travel, between 6 a.m. and 1 p.m. On weekends and holidays the call-in period was from 8 a.m. to 1 p.m.

The fare to the users of the service ranged from \$.60 to \$.90. The fare was determined by the time of travel and whether or not the trip required a transfer to another vehicle. Metro Mobility service was available in an area of approximately 280 square miles which generally included Minneapolis, St. Paul and the first ring suburbs.

In an attempt to identify the steps necessary to increase the amount of service and improve the cost-effectiveness of Metro Mobility services, Mn/DOT initiated a comprehensive evaluation of the Metro Mobility program in late 1983. The Urban Institute, retained by Mn/DOT as the consultant to the project, completed its evaluation of the Metro Mobility program in December 1984 and developed recommendations for actions to be taken to improve service. Mn/DOT took no action on these recommendations, considering the RTB would soon be assuming responsibility for the Metro Mobility program.

The RTB began its review of the Metro Mobility program in December 1984. During the review, the RTB conducted a series of public meetings at which Metro Mobility users and interested parties presented testimony about their experiences with the service.

After the RTB held the public meetings and extensively reviewed the results of Mn/DOT's evaluation, it adopted recommendations for reorganizing the program. A detailed implementation plan to carry out these recommendations was adopted by the RTB in June 1986 and the changes took effect on October 4, 1986.

The changes were intended to improve the quality of the service, to expand the service to the entire transit taxing district and to reduce the cost of the service.

There are now 19 providers under contract with the RTB to provide Metro Mobility service. These providers are certified to be reimbursed under the Metro Mobility program and compete with each other based on service quality and, to a lesser extent, cost to riders.

Before the providers became certified to provide Metro Mobility service, they had to fill out an application. The evaluation of each application was based on criteria which included related experience, the applicant's driver selection and training process, fleet capacity, compliance with applicable state and local regulations and ability to commit themselves to the Metro Mobility program.

Each of the applications were evaluated by a panel including representatives from Mn/DOT, the Metro Mobility Transportation Center, the Metropolitan Council and the RTB.

This new group of providers includes seven of the former Metro Mobility providers and 12 providers who are participating in the program for the first time. The 12 providers who are new to the program have a wide range of experience which includes service to school-age children for special education classes, participants in the state's Medical Assistance program and service to many of the area's hospitals and nursing homes.

The driver training programs established by Metro Mobility providers must meet the requirements developed by the Minnesota Department of Transportation (Mn/DOT). For instance, all Metro Mobility drivers are required to complete a first aid or emergency care course and a minimum of eight hours training in the techniques of transporting and assisting elderly and physically handicapped riders.

For most Metro Mobility providers, the training programs, which have been established for their drivers, exceeds the requirements developed by Mn/DOT. For example, many companies include defensive driver training, CPR training, additional first aid training and additional passenger assistance training as part of their company sponsored training.

All Metro Mobility providers have been issued certificates of compliance under the operating standards established by Mn/DOT. Additionally, all Metro Mobility drivers, including taxicab drivers, are required by RTB contracts to have passenger assistance and first aid training as specified in the Mn/DOT rules.

The RTB's contract with each Metro Mobility provider prohibits drivers from providing Metro Mobility service without completing the state's required training.

All Metro Mobility drivers are required to secure a wheelchair passenger in with preapproved wheelchair securement devices, according to the contract signed between the provider and the RTB. Moreover, all Metro Mobility passengers and drivers are required to wear seatbelts for every trip taken.

Besides a daily inspection of Metro Mobility vehicles, the rules established by Mn/DOT for special transportation service require an annual full scale inspection for the vehicles by the Department of Public Safety. This inspection is carried out by the State Highway Patrol.

Any time a complaint is lodged with Mn/DOT, the vehicle is inspected. Recent legislation requires that the state operating standards for special transportation vehicles also apply to taxis and expands Mn/DOT's responsibility to conduct annual and random inspections.

Basically, Metro Mobility has been redesigned to be a "rider's choice" system where the rider chooses the transportation provider who best fits his or her own needs. Riders select the provider of their choice and then call them directly to request their trip. Trip requests are made with the provider by 2:30 p.m. the day before service is required.

Riders may use any number of providers listed for their area and they are not restricted to use just one provider for their transportation needs.

The program is now administered by the Metro Mobility Administrative Center (MMAC), formerly the Metro Mobility Transportation Center. The MMAC is run by the MTC, which is under contract to the RTB.

For persons who live in Bloomington, Brooklyn Center, Crystal, Columbia Heights, Edina, Fridley, Falcon Heights, Golden Valley, Hilltop, Lauderdale, Little Canada, Maplewood, Minneapolis, New Hope, New Brighton, North St. Paul, Oakdale, Richfield, Robbinsdale, Roseville, South St. Paul, St. Paul, St. Louis Park, St. Anthony or West St. Paul Metro Mobility service hours are Monday through Friday, 6 a.m. to 11 p.m. and Saturdays, Sundays and holidays, 8 a.m. to 11 p.m.

For all other Metro Mobility service areas, including the 1988 expansion area, service hours are Monday through Friday 6 a.m. to 6 p.m. and Saturdays, Sundays and holidays, 8 a.m. to 6 p.m.

In 1988, Metro Mobility will make a service expansion. At that time, the following communities will be added to the service area:

Apple Valley	Cottage Grove	Mendota Heights	St. Paul Park
Bayport	Dellwood	Newport	Savage
Baytown	Eagan	Oak Park Heights	Shakopee
Birchwood	Inver Grove Heights	Oakdale	Stillwater
Burnsville	Lake Elmo	Pine Springs	Sunfish Lake
Chanassen	Mahtomedi	Prior Lake	Willernie
Chaska	Mendota	Rosemount	Woodbury

The standard fare is \$1 for each one-way trip taken that is eight miles or less. Depending on which provider a rider chooses, they may be asked to pay additional mileage fees (up to \$1 per mile) for trips over eight miles. Additional mileage fees do not exceed \$2.75 and a rider never pays a total fare that exceeds \$3.75 per one-way trip. Additional mileage fees will vary by provider, so it is to the rider's benefit to shop around for the best price.

The RTB implemented a plan in January 1987 to use \$100,000 granted by the Legislative Advisory Commission (LAC) to help offset the extra mileage costs to Metro Mobility riders.

The Metro Mobility program can supply riders with "extra mileage" coupons to help defray the cost of trips over eight miles. Riders can purchase "extra mileage" coupons at a 75 percent discount and they can use them to pay the fare charged for travel over eight miles. A book of 10 coupons, valued at \$10 can be purchased for \$2.50 at the MMAC, the MTC Transit stores in both downtowns and the Courage Center in Golden Valley. The "extra mileage" coupons will last until the \$100,000 runs out.

There is a \$10 yearly registration fee. However, if a rider uses the service only for Medical Assistance trips, the \$10 fee is paid for by the Medical Assistance program.

If a Metro Mobility rider travels from the same address to the same destination three or more times a week, they can schedule a standing request for transportation service. An initial standing request fee of \$10 is required, with an additional \$5 fee for each change to the request.

There is a formal process in place for receiving and recording complaints from Metro Mobility riders and other concerned persons.

If a rider encounters a service problem, they first attempt to resolve it with the transportation provider used for the particular trip. If they are unable to resolve the problem in this manner, the Rider Representative at the MMAC is available to help settle the issue.

At the MMAC, all complaints are investigated by the Rider Representative. The Representative is available Monday through Friday, 8 a.m. to 5 p.m. at 349-7480.

Complaints, once recorded, are tracked. Copies of the complaint forms are submitted to the RTB on a periodic basis. If a trend of recurring problems for a single provider is noticed, it is reported to the RTB. Depending on the seriousness and nature of the problem, the RTB can exercise its contractual right to suspend or terminate the provider.

The MMAC also requires all Metro Mobility providers to report accidents and incidents promptly -- within 24 hours -- and then submit a full written report within 48 hours.

Today, Metro Mobility has an annual budget of approximately \$6.25 million and is capable of providing approximately 100,000 one-way trips per month. Currently, there are more than 9,000 certified Metro Mobility riders. Requests for new certification continue at an average of 450 per month.

The RTB is currently doing an evaluation of the Metro Mobility, which is expected to be completed in December 1987.

Contract No. _____

AGREEMENT FOR
SPECIAL TRANSPORTATION SERVICES

This Agreement entered into this _____ day of _____, 1986, by and between the Regional Transit Board, a public body ("RTB") and _____, a Minnesota _____ ("PROVIDER").

Recitals:

WHEREAS, Minn. Stat. Section 473.386, subd. 1, requires the RTB to implement a project to coordinate special transportation service in the metropolitan area; and

WHEREAS, Minn. Stat. Section 473.386, subd. 2, requires the RTB to contract for services necessary for the project's operation and that all transportation services provided through the project must be provided under a contract between the RTB and the provider which specifies the service to be provided and the rates for providing it; and

WHEREAS, PROVIDER wishes to perform such services and has represented to the RTB that the PROVIDER has the necessary expertise, qualifications and personnel to perform such services; and

WHEREAS, the RTB has authorized its executive director to enter into this Agreement with the PROVIDER;

NOW THEREFORE, based upon the mutual covenants contained herein, the PROVIDER agrees that it will provide the services specified herein upon the terms and conditions set forth hereinafter.

1. Definitions: Unless the context indicates a different meaning, the following terms shall have the following meanings ascribed to them:

(a) RTB: The Regional Transit Board, created pursuant to Minn. Stat. Section 473.371 to Section 473.449.

(b) PROVIDER: _____, a Minnesota _____.

(c) Special Transportation Service ("STS"): Motor vehicle transportation provided on a regular basis by a public or private entity or person, designed to serve handicapped persons, elderly persons, and others with special transportation needs who are unable to use mainline bus service under the Metro Mobility program of the RTB.

(d) MTC: The Metropolitan Transit Commission, created pursuant to Minn. Stat. Section 473.401 et seq.

(e) MMAC: The Metropolitan Mobility Administrative Center operated by the MTC and under contract with the RTB to oversee the daily operation of Special Transportation Services.

(f) User: Any person who the RTB or MMAC has determined is eligible to receive Special Transportation Services.

(g) Vehicle: A motor vehicle used by the PROVIDER to provide Special Transportation Services.

(h) Service Area: The geographic area identified in Paragraph 2(e) from which the PROVIDER shall originate trips of Special Transportation Services.

(i) Metro Mobility Service Area: The geographic area in which STS will be provided as publicly announced by the RTB.

Any other terms shall have the meanings ascribed to them by Minn. Stat. Chs. 473 and 174 and Minn. Rules, Chapter 8840, as amended.

2. Services

PROVIDER shall provide Special Transportation Services to Users who request such service in accordance with the Management Plan attached hereto as Attachment A and as set forth hereinafter:

(a) PROVIDER shall assist Users from the entrance of the building at the pickup location to the Vehicle and from the Vehicle through the first door at the passenger's destination. Assistance shall include support when walking, assistance in getting wheelchairs up and down steps and pushing wheelchairs to and from the building entrance.

(b) Where applicable, PROVIDER shall properly position wheelchairs on the Vehicle's lift or ramp, operate the Vehicle's lift and secure the wheelchair.

(c) PROVIDER'S driver shall, wherever feasible, use entrances accessible to the transported User.

(d) PROVIDER shall have a minimum of _____ wheelchair accessible Vehicles and _____ non-wheelchair accessible Vehicles at all times exclusively for use in providing STS.

(e) PROVIDER agrees to provide Special Transportation Services to Users residing in the following communities from October 4, 1986, through December 31, 1986:

Commencing on January 1, 1987, the following additional communities shall be added to the foregoing (EXPANSION AREA):

These communities, including the EXPANSION AREA, shall constitute the PROVIDER'S Service Area.

(f) PROVIDER shall be available to provide STS with a first pickup at 6:00 a.m. and the last pickup at _____ p.m. on all weekdays and first pickup at 8:00 a.m. and last pickup at _____ p.m. on all weekends and holidays; provided, however, that in the EXPANSION AREA the last pickup on all days shall be 6:00 p.m.

(g) Subject to Paragraph 2 (m) and (n), PROVIDER agrees to provide STS to Users who request that PROVIDER provide such service when and only when the request is made on the day before service is desired, between the hours of 6:00 a.m. and 2:30 p.m. on weekdays and between the hours of 8:00 a.m. and 2:30 p.m. on weekends and holidays.

(h) PROVIDER shall not provide STS for one-way trips that exceed ninety (90) minutes for any one User.

(i) PROVIDER shall not transport more persons in a Vehicle than the Vehicle's normal seating capacity.

(j) Subject to space limitations, PROVIDER shall provide transportation service for up to three (3) guests of a User when accompanied by the transported User.

(k) PROVIDER shall provide all scheduled return trips.

(l) PROVIDERS shall pick up all Users to be transported within ten (10) minutes of the scheduled pickup time.

(m) Upon being notified by telephone or otherwise by either the MMAC or RTB that available funding allocation for all STS for the following day has been exhausted, PROVIDER shall accept no further requests by Users for STS for that following day and shall not perform any service on the following day requested by Users after receipt of said notice.

(n) Notwithstanding the provisions of Paragraph 2 (g) and (m), Users for which MMAC or the RTB have approved a standing request for STS need not comply with Paragraph 2 (g) and are not subject to the limitation contained in Paragraph 2 (m).

(o) PROVIDER may deny a request for STS by a User only in the case of circumstances described in Paragraph 2 (m) or where PROVIDER has insufficient Vehicles to provide the service. In the latter case, PROVIDER shall advise the requesting User of the name and telephone number of at least one other person or entity providing STS to persons in the area in which the requesting User resides. PROVIDER shall keep a record of all denials of requests by Users for STS and submit such record along with PROVIDER'S invoices.

(p) In providing Special Transportation Services, PROVIDER shall comply with all applicable local, state and federal laws, rules, and regulations, including, without limitation, the following:

- (1) Minn. Stat. Section 473.386, subd. 6;
- (2) If applicable, Minn. Rules Sections 8840.5100-8840.6300, as amended;
- (3) If applicable, Minn. Stat. Sections 299A.11 to 299A.18, relating to wheelchair securement devices;
- (4) In the case of taxicabs, all applicable municipal regulations and ordinances relating to personnel, equipment, operation, and maintenance; and
- (5) Federal and state laws regarding the use of child restraint systems.

(q) Where Minn. Rules Sections 8840.5100 to 8840.6300 are applicable, PROVIDER shall not provide STS without a current annual certificate of compliance issued pursuant to Minn. Stat. Section 174.30, subd. 4. PROVIDER shall provide the RTB with a copy of said certificate prior to commencing services under this Agreement. PROVIDER shall immediately notify the RTB of any revocation, suspension, expiration without renewal, or limitation of said certificate.

(r) PROVIDER is not required to provide service which consists of any trip which terminates outside the Metro Mobility Service Area.

3. Fares. As partial consideration of the STS to be provided hereunder, PROVIDER shall be entitled to collect the following fares:

- (a) PROVIDER shall collect a fare of \$1.00 per one-way trip from each transported User and guest.

(b) PROVIDER may collect an additional fare from each transported User and guest for travel over eight (8) miles in an amount not to exceed \$1.00 per mile, or portion thereof.

(c) Notwithstanding (a) and (b) above, the maximum amount which PROVIDER may collect from a transported User or guest shall not exceed \$3.75 per one-way trip.

(d) PROVIDER shall accept either cash or Metro Mobility Commuter Tickets as payment of fares.

(e) PROVIDER shall be reimbursed at 100 percent face value for Metro Mobility Commuter Tickets received for providing STS. Said Tickets shall be submitted to MMAC and shall be paid within thirty (30) days on the same schedule as provided in Paragraph 16 (i).

(f) All fares received by the PROVIDER pursuant to this Paragraph shall be retained as the sole property of the PROVIDER.

(g) Notwithstanding (a) and (b) above, in the case of trips for which Medical Assistance is available, PROVIDER shall not collect any fare, but shall be entitled to any compensation provided by Medical Assistance.

3. Personnel

(a) Any and all employees of the PROVIDER, its subcontractor or other persons while engaged in the performance of any work or services required by the PROVIDER under this agreement shall not be considered employees of the RTB, and any and all claims that may or might arise under the Worker's Compensation Act of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the PROVIDER'S employees, its subcontractors or other persons while so engaged in any of the work or services to be rendered shall in no way be the obligation or responsibility of the RTB.

(b) The PROVIDER and its subcontractors shall use their best efforts to obtain goods and services from small business concerns owned and controlled by women and socially and economically disadvantaged individuals.

(c) PROVIDER and its subcontractors shall be considered as independent contractors and has and retains full control and supervision of the services and full control over the employment and direct compensation and discharge of all persons assisting with performing services under this Agreement.

(d) All drivers of Vehicles providing STS (including taxicab drivers) shall meet the following requirements:

(1) No driver shall operate a vehicle used for providing Metro Mobility service unless that driver:

(i) has visual acuity of 20/40 in each eye corrected and a field of vision of at least 70 degrees in the horizontal meridian of each eye;

(ii) does not have a hearing loss greater than 30 db in the better ear with or without a hearing aid; and

(iii) has no current medical condition which interferes with the ability to drive safely.

(2) Every two years each driver shall obtain, on a form prescribed by the commissioner (of transportation), a physician's statement that the driver has no current medical condition which interferes with his or her ability to drive safely. This shall be obtained prior to employment as a driver of a Metro Mobility vehicle. Employees of facilities which are licensed by the Department of Health or the Department of Public Welfare and required by either of those departments to provide a physician's statement of health on a regular basis may substitute that form or statement for the form required in this section.

(3) Each driver shall be able to perform a vehicle safety inspection and each driver and attendant, in the case of a vehicle which is staffed by a driver and an attendant, shall be able to assist a passenger into the vehicle and operate a wheelchair lift or ramp if the vehicle is equipped with it.

(4) Each driver shall also meet the following criteria:

(i) possess a driver's license which is valid for the type of vehicle which he or she drives;

(ii) be at least 18 years of age and have not less than one year of experience as a licensed driver; and

(iii) have a driving record clear of revocations, suspensions, and cancellations for the past three years except for suspensions which result from unpaid parking tickets.

(5) Each driver and attendant shall successfully complete a first aid or emergency care course of not less than four hours which shall include instruction in the following elements:

(i) treatment of shock;

(ii) control of bleeding;

(iii) airway management;

(iv) prevention and treatment of frostbite and exposure to cold;

(v) prevention and treatment of heat exhaustion and heat stroke;

(vi) identification of sudden illness such as stroke, heart attack, convulsions, fainting, and seizures; and

(vii) appropriate use of emergency medical assistance services.

(6) Each driver and attendant who transports Users shall complete a minimum of eight hours training in the techniques of transporting and assisting elderly and physically handicapped Users which shall include instruction in the following elements:

(i) discussion of characteristics of the aging process and major disabling conditions;

(ii) discussion of common assistive devices used by elderly and handicapped persons;

(iii) discussion of attitudes toward elderly and handicapped persons which includes the participation of handicapped and elderly persons;

(iv) instruction in methods of handling wheelchairs;

(v) instruction in moving, lifting, and transferring passengers;

(vi) guidelines for transporting handicapped persons; and

(vii) instruction in the operation of lifts, ramps and wheelchair securement devices if the vehicle to be operated is equipped with them.

(7) Each driver and attendant shall receive instruction in the use of the fire extinguisher.

(8) A driver or attendant employed by the PROVIDER prior to the effective date of this contract who has not completed training shall do so within 90 days of the effective date of this contract. Copies of certificates indicating successful completion of courses must be maintained in the PROVIDER'S files.

(9) Each driver and attendant must successfully complete a refresher first aid or emergency care course every three years. The refresher course shall include instructions in the elements listed in item 5.

4. Role of MMAC

(a) The MMAC will serve as an agent of the RTB and shall be responsible for overseeing the daily operations of the Metro Mobility program.

(b) Responsibilities of the MMAC will include certification of Metro Mobility riders, reimbursement of providers, monitoring provider performance, addressing rider concerns, daily supervision of the program, allocation of daily ridership and maintenance of computer system.

(c) The MMAC shall be responsible for determining the mileage of STS trips, which determination shall be final and binding on PROVIDER.

(d) The MMAC shall have the power and authority to recommend disciplinary action to the RTB regarding the delivery of Metro Mobility service by the PROVIDER.

(e) The MMAC shall supply the PROVIDER with a keyboard, monitor and modem for purposes of communication with the Metro Mobility computer at the MMAC. Said equipment shall remain the property of the MMAC. PROVIDER shall be responsible for all costs associated with maintenance of the keyboard, monitor and modem not covered by applicable warranty. PROVIDER shall also be responsible for all costs associated with the telephone lines necessary to communicate with the Metro Mobility computer.

(f) PROVIDER shall be responsible for replacing the keyboard, monitor and modem in the event the equipment is misused or abused by the PROVIDER or any of its employees or agents.

6. Marketing

(a) All marketing and/or advertising efforts undertaken by the PROVIDER related to STS shall receive prior written approval by the RTB.

(b) Any use of the words "Metro Mobility" will not be permitted without prior written approval by the RTB.

7. Operation, Maintenance and Housing

The PROVIDER and its subcontractors shall operate and maintain the Vehicles and related equipment and service in compliance with administrative regulations that may be promulgated by the RTB and all lawful orders, rules and regulations of properly constituted authorities governing the operation of service and in a manner reasonably suitable for the transportation of persons. In addition, the PROVIDER and its subcontractors shall furnish all fuel, oil, lubricants, supplies, and accessories necessary for the operation of said Vehicles and shall undertake their repair and maintenance to keep them in good and sound operating condition. The PROVIDER and its subcontractors shall provide for the inspections and cleaning of all Vehicles necessary and suitable for their

maintenance and for the comfort and safety of the passengers. The PROVIDER and its subcontractors shall supply storage and housing of all Vehicles, parts, and supplies to be furnished or used by it in connection with the furnishing of the service under this Agreement.

8. Licenses and Taxes

The PROVIDER and its subcontractors shall procure and keep current any and all licenses, permits or certificates which are or may be required by properly constituted authorities for the performance of the service. Furthermore, the provider and its subcontractors shall be responsible for all taxes assessed on property owned by it, including storage facilities and Vehicles, to be used in connection with the furnishing of the service.

9. Insurance

PROVIDER (even if all its Vehicles consist of taxicabs) shall have in effect an insurance plan which provides the minimum coverage identified in Minn. Rules Section 8840.6000, Subpart 1. At least three (3) days prior to commencing service hereunder, PROVIDER shall furnish to the RTB a certificate of insurance from an insurer licensed in Minnesota and acceptable to the RTB showing such minimum coverage and naming the RTB and the MTC as additional insureds. Said insurance shall provide for 30 days prior written notice to the RTB of any cancellation, termination or change in said policy.

10. Indemnity

(a) The PROVIDER and its subcontractors shall indemnify and save harmless the RTB and the MTC from and against any and all claims or demands including all costs of defense of every nature on account of injury to or death of persons or damage to or loss of property, caused by or resulting in any manner from any acts or omissions of the PROVIDER, its subcontractors, agents, or employees, and its subcontractors, in performing or failing to perform any of the services, duties or operations to be performed by the PROVIDER whether under this agreement or otherwise.

(b) The PROVIDER and its subcontractors shall also indemnify and hold harmless the RTB and the MTC against risk or loss of all kinds including all costs of defense through injury to the PROVIDER'S employees, and its subcontractors and volunteers, while in the course and scope of their employment under this agreement.

11. Reports, Records and Documentation

(a) The PROVIDER shall maintain all records pertaining to STS under this Agreement for a period of three (3) years from date of final payment. If any litigation, claim or adverse finding exists, the records shall be retained until final disposition thereof has been resolved.

(b) The PROVIDER, upon request, will furnish to the RTB copies of all reports required by law or regulation to be furnished to the RTB or any other governmental body or authority having legal jurisdiction over operational matters of the PROVIDER.

(c) The PROVIDER shall, at the end of the term of this agreement, turn over in a timely fashion any and all records that are requested and deemed to be appropriate by the RTB.

(d) The PROVIDER agrees to provide additional information as may be required by the RTB or the MMAC.

(e) The PROVIDER agrees to have a representative in attendance at the regular meetings for the STS providers.

12. Conditions, Limitations and Restrictions

(a) The PROVIDER shall not be required to furnish the service or any portion thereof in the event of its inability to do so by virtue of any concerted refusal of its employees to work or any strike of any kind or character of its or its subcontractors, including a so-called wild-cat strike or slowdown or stoppage; any riot, civil strike, or disturbances; closing of streets, roads, routes, or bridges; inclement weather; destruction of any means or methods of any of its property necessary for the performance of this agreement; flood, fire or any other cause beyond its control.

(b) The services of the PROVIDER to be performed in this agreement shall not be assigned or transferred or subcontracted out unless written authority to do so is granted by the RTB. This written consent shall in no way relieve the PROVIDER from its primary responsibility for performance of the work. The RTB reserves the right to review said contracts between the PROVIDER and third parties.

(c) The RTB shall not be responsible for any loss or damage sustained or claimed to be sustained by the PROVIDER or its subcontractors through the failure of the PROVIDER or its subcontractors to maintain at all times a timely operating schedule.

(d) The failure of the RTB at any time to insist upon a strict performance of any of the terms, conditions and covenants contained within this agreement shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants contained within this agreement.

13. Prohibited Interests

(a) No member, officer, employee or agent of the RTB during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement, or the proceeds thereof.

(b) The PROVIDER shall not offer or provide gifts, favors, nor any other gratuities of more than nominal value to any official, employee, or agent of the RTB during the period of this contract nor for a period of one year thereafter.

14. Conflict of Interest

(a) The PROVIDER represents that it presently has no interest and agrees that it shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The PROVIDER further agrees that in the performance of the agreement, no person having any such interest shall be employed.

(b) The PROVIDER shall disclose to the RTB any contract, agreement or understanding that the PROVIDER has as of the date of submission of the agreement, or in the future may have, with any entity or individual which in the PROVIDER'S reasonable opinion may represent a conflict of interest in the performance of the PROVIDER'S performance of its duties for the RTB and if the RTB determines that there is in fact a conflict, then the PROVIDER shall forthwith resign from such conflicting contract, agreement or understanding, in which event the agreement shall remain in full force and effect. In the event the PROVIDER does not so resign, then the RTB shall have the option of terminating the agreement forthwith.

15. Inspections

(a) The RTB shall have the right and shall be at liberty to monitor and inspect, in regular business hours, with the PROVIDER'S cooperation, all elements of the system under this Agreement.

(b) The PROVIDER and its subcontractors shall keep full and complete books of account under generally accepted accounting principles reflecting its operations pursuant to this agreement. The PROVIDER further agrees to permit the RTB or its designee to inspect, copy or audit its accounts or its subcontractor, records and business documents at any time during regular business hours, as they may relate to the STS.

(c) The PROVIDER shall provide full and competent technical services to handle and correct any and all problems associated with the operation of the system.

16. Operating Subsidy. As additional consideration for the services to be provided, RTB shall make payments to PROVIDER as follows:

(a) Payments shall be made for each one-way trip (whether out-going or returning) made by PROVIDER which transports a User. No payment shall be made under this Paragraph for guests of Users. No payment shall be made under this Paragraph for any trip which is in violation of any provision of this Agreement, including, without limitation, Paragraph 2(a), (b), (c), (h), (k), (l), (m), (p), and (q).

(b) Payment to the PROVIDER will be only for STS trips provided from the PROVIDER'S Service Area and any scheduled return trips, provided said return trips originate from the Metro Mobility Service Area.

(c) RTB shall pay to the PROVIDER \$5.50 for each one-way ambulatory trip provided to a User and \$11.50 for each one-way wheelchair trip provided to a User. No adjustment shall be made due to the distance of the trip.

(d) No payment will be made to PROVIDER for trip requests that result in no-shows or cancellations.

(e) Only those trips recorded on the computer at the MMAC will be subject to payment.

(f) Determination of the applicability of the wheelchair or ambulatory payment rate shall be based on the two number prefix of each Metro Mobility user's certification number.

Certification numbers with the following prefixes shall be defined as ambulatory riders and will be reimbursed at the rate of \$5.50 per one-way trip; 33, 34, 35, 36 and 38.

Certification numbers with the following prefixes shall be defined as wheelchair riders and will be reimbursed at the rate of \$11.50 per one-way trip; 21, 22, 23, 24, 31 and 32.

The identification of the foregoing certification numbers is attached hereto as Attachment B.

(g) PROVIDER requests for payment shall be submitted on the Metro Mobility daily invoice supplied by the MMAC and included here as Attachment C. The Metro Mobility daily invoice shall list, by rider's certification number, each ambulatory trip provided, each wheelchair trip provided, each no-show and each cancellation. Additionally, the PROVIDER shall provide a listing of each trip denied due to the PROVIDER'S inadequate capacity on the form provided by the Metro Mobility Administrative Center and included here as Attachment D.

(h) Requests for payment shall be submitted by the PROVIDER to:

Metro Mobility Administrative Center
570 Sixth Avenue North
Minneapolis, Minnesota 55411-4398

(i) The MMAC will process all completed Metro Mobility daily invoices twice each month.

All completed invoices received at the MMAC by the first day of each month will be processed and payment made within thirty (30) days thereafter.

All completed invoices received at the MMAC by the fifteenth day of each month will be processed and payment made within thirty (30) days thereafter.

(j) Requests for payment of STS trips will only be honored for those trips taken within ninety (90) days from the date of submitting the Metro Mobility daily invoice to the MMAC.

(k) Three percent (3%) of the first eight (8) payments to the PROVIDER shall be withheld pending a final audit by the RTB, which audit shall be completed in a reasonable time thereafter.

17. Equal Employment Opportunity

In connection with the execution of this Agreement, the PROVIDER agrees that it shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. PROVIDER will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections for training, including apprenticeship.

18. Management Assistance and Cooperation

The PROVIDER agrees that major problems and occurrences will be reported to the RTB. Promotion, service changes and other significant changes to the Management Plan (Attachment A) by the PROVIDER, whether proposed by the PROVIDER or the RTB, shall be made only with prior consultation between the PROVIDER and the RTB. The PROVIDER specifically agrees to assist the RTB in any matters which, in the discretion of the RTB, are in the interest of improving the service by way of survey, public notice, publicity, or public education.

19. Termination and Suspension

(a) In the event that PROVIDER fails to comply with any provision of this Agreement, RTB may either (1) immediately terminate this Agreement by providing written notice thereof to PROVIDER, or (2) immediately suspend PROVIDER'S right to provide services, collect fares, and receive payment under this Agreement for a period not to exceed thirty (30) days. The RTB election to suspend the PROVIDER'S rights under (2) shall not impair the

RTB's right to immediately terminate PROVIDER under (1). Upon termination under (1), the RTB reserves all rights to other remedies allowed by law, including curtailing of future funds to the PROVIDER.

(b) Upon thirty (30) days written notice by the RTB to PROVIDER or upon ninety (90) days written notice by PROVIDER to RTB, this agreement may be terminated and cancelled without cause and all obligations contained in this agreement shall cease upon the expiration of said notice period.

20. Notice

Notice by certified mail shall be deemed to have been given on the day of mailing using the addresses contained on the contract agreement.

21. Reservation of Rights

Nothing in this agreement shall modify, waive, restrict, abrogate or limit the powers of the RTB conferred by law or regulation.

22. Arbitration

Any dispute under this agreement shall be submitted to binding arbitration in the City of St. Paul, Minnesota, within thirty (30) days of written notification by either party. Arbitration shall take place under the rules of the American Arbitration Association, provided that there be only one arbitrator.

23. Term

Unless terminated earlier as provided in paragraph 19, the term of this Agreement shall be from October 4, 1986, to December 31, 1987.

24. Prior Agreements. This Agreement supercedes any prior written or oral agreement between the parties or any agreement for the provision of STS between PROVIDER and the Minnesota Department of Transportation, whose obligations may have been assumed by the RTB, and neither the PROVIDER nor the RTB shall have any further obligations under said agreements for services provided on or after October 4, 1986.

IN WITNESS WHEREOF, the parties signed below have caused this agreement to be executed as of the date first indicated above.

REGIONAL TRANSIT BOARD

By Its Executive Director
270 Metro Square Building
St. Paul, Minnesota 55101

Its

PROVIDER APPLICATION PACKET
and
INSTRUCTIONS
for the
REGIONAL TRANSIT BOARD'S
METRO MOBILITY PROGRAM

Regional Transit Board
270 Metro Square Building
St. Paul, Minnesota 55101

July, 1986

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Introduction

In 1984 the Minnesota Legislature, responding to the findings and recommendations of its Legislative Study Commission on Metropolitan Transit, created the Regional Transit Board (RTB). The RTB is responsible for mid-range transit planning, policy making, and transit administration in the seven-county Twin Cities metropolitan area.

The RTB enabling legislation identifies a number of responsibilities and duties the RTB shall perform. The RTB fulfills these responsibilities through the examination of transit needs and services, transit policy development, providing for community participation, administering and distributing public funds for transit services, and facilitating new and alternative transit services. The RTB works with the Metropolitan Council, the Metropolitan Transit Commission, other providers, the Minnesota Department of Transportation, and local communities in carrying out these charges.

The RTB's geographical area of coverage is Hennepin, Ramsey, Anoka, Carver, Dakota, Scott and Washington counties.

A key responsibility of the RTB is to administer state transit assistance and property tax funds. The Metro Mobility program is funded by an appropriation from the state legislature and is designed to serve the transit needs of persons with disabilities that are unable to use regular route transit services. The RTB is responsible for administering and establishing policy for the Metro Mobility program.

The goals and objectives established by the legislature for transportation services to the elderly and handicapped in the metropolitan area include:

1. To provide greater access to transportation for the elderly, handicapped and others with special transportation needs in the metropolitan area;
2. To develop an integrated system of special transportation service(s) providing transportation tailored to meet special individual needs in the most cost-efficient manner; and
3. To use existing public and private providers of service wherever possible, to supplement rather than replace existing service, and to increase the productivity of all special transportation vehicles available in the area.

Instructions

In completing the application for certification as a Metro Mobility provider, please carefully follow the instructions as outlined below. If you have any questions about the information required, please contact Mark Ryan at 292-8789.

The deadline for submitting this application is August 1, 1986. If your organization is selected as a Metro Mobility provider, the documents on pages 10-12 are required before a contract will be entered into with the RTB. To help organize the required material, a checklist with the respective due dates is enclosed (yellow sheet).

The following materials are to be returned as part of the completed application:

1. Cover Letter

Along with the completed application, send a cover letter addressed to:

Mark Ryan,
Project Administrator
Regional Transit Board
270 Metro Square Building
Saint Paul, Minnesota 55101

The cover letter must include the official name of the applicant, address and telephone number of the applicant and the name of the contact person. The letter should summarize the application and be signed by the person authorized to enter into contract with the RTB. Along with the letter include the original and five copies of the completed application.

2. Applicant Summary Sheet (Blue Sheet)

An applicant summary sheet is to be completed and submitted along with the completed application. The summary sheet can be found at the end of these instructions.

3. Management Plan

All applicants are required to submit a management plan that describes the manner in which Metro Mobility service will be provided. The following elements are required for the management plan:

A. Organization

1. Describe the organizational structure of your organization and include the persons and their titles who are responsible for policy and decision making, directing, controlling and reviewing system progress and carrying out the elements of the management plan. Include a summary of each individual's experience. Submit an organizational chart that illustrates this information.
2. Describe the ownership of your organization.

3. Describe the total scope of activities that your organization participates in. Include transportation services to elderly and handicapped persons as a percentage of your total activities, involvement in other areas of transportation and describe the areas other than transportation in which your organization is involved. Include the number of years your organization has engaged in each of these activities.
4. Who will represent your organization in entering into a contract with the RTB?
5. Identify the number of employees needed in the administration, operations and maintenance activities of your proposed Metro Mobility service. Include the number of full-time and part-time employees by category (administrative, mechanical, drivers, etc).

B. Metro Mobility Goals and Objectives

1. Describe the goals for your organization's participation in Metro Mobility and include the number of one-way trips you expect to provide annually (separate by ambulatory and wheelchair). Describe the goals that will be established to provide quality service. Examples are, To provide 1,300 one-way wheelchair trips in Minneapolis. To have no more than one service complaint for every 10,000 one-way trips.
2. For each goal that your organization has established for Metro Mobility service, explain the method for achieving that goal. Each objective must be specific, measurable and time-phased.

C. Service Area

Metro Mobility providers will be required to serve a minimum of eight suburban municipalities or Minneapolis or Saint Paul. By applying for certification in a municipality, providers agree to serve all Metro Mobility users within the municipality. Providers will be permitted to transport Metro Mobility users from within the providers' declared service area to a municipality outside of the declared service area and will be responsible for the return trip.

For a listing of the municipalities in the Metro Mobility service area, see page 8.

1. Identify the municipalities to which your organization will provide Metro Mobility service to beginning in October, 1986.
2. Identify the municipalities to which your organization will provide Metro Mobility service to beginning with the expansion of service on January 1, 1987.
3. Identify the municipalities to which your organization will provide Metro Mobility service to beginning with the expansion of service on January 1, 1988.

D. Hours of Service

Providers will be required to provide Metro Mobility service Sunday through Saturday. Providers have the option of being certified to provide service from 6:00 a.m.* to 6:00 p.m.** or 6:00 a.m.* to 11:00 p.m.** on weekdays and from 8:00 a.m.* to 6:00 p.m.** or 8:00 a.m.* to 11:00 p.m.** on weekends. (* First pick-up at 6:00 a.m.; ** Last pick-up at 11:00 p.m.)

Metro Mobility service will be provided until 11:00 p.m. in the current service area and until 6:00 p.m. in the expansion areas (see page 8).

1. Indicate the hours that your organization will be providing Metro mobility service.

E. Vehicle Description

1. List the number, type and capacity of the vehicles that will be used to provide service to Metro Mobility users in wheelchairs. For each vehicle, indicate if a ramp, automatic or semi-automatic lift will be used.
2. Indicate the date of the most recent inspection and approval of wheelchair securement devices by the State of Minnesota for each vehicle that will provide service to Metro Mobility users in wheelchairs. (Note: Certificates of compliance will be required from all applicants prior to providing Metro Mobility service.) If the vehicle's wheelchair securement devices have not been approved, indicate the date on which the inspection by the State of Minnesota will occur.
3. List the number, type and capacity of the vehicles used for providing service to Metro Mobility users who do not use wheelchairs.
4. If vehicles used for providing Metro Mobility service are classified as taxis, indicate each municipality in which the taxi is currently licensed to operate in.
5. Describe in detail the maintenance program that will be followed for each of your organization's vehicles that will be providing Metro Mobility service. Include major vehicle repairs, maintenance schedules, record keeping and other key elements.
6. Describe the backup capacity of your fleet to adequately meet vehicle breakdowns.

F. Call-Taking Procedures

1. Describe how your organization will adequately handle the anticipated number of calls for the geographic area you intend to serve. Include the anticipated number of calls, the number of staff assigned to this activity and describe how your staff will deal with Metro Mobility users that have special needs (i.e. speech impediments).

G. Driver Selection

1. Describe the recruitment, training and driver selection process that will be used by your organization for providing Metro Mobility service.
2. Describe the process your organization will follow to meet the driver guidelines established in the state's Special Operating Standards.

H. Insurance

1. Name the proposed insurance carrier and describe the limits of coverage.

I. Marketing

1. Describe and outline your proposed marketing plan for Metro Mobility.

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

METRO MOBILITY

Applicant Summary Sheet

This application is to provide (check appropriate category):

_____ Ambulatory Service _____ Wheelchair Service _____ Both

1. Name of Firm _____

2. Address of Firm _____

3. City _____ State _____

4. Telephone (____) _____

5. Contact Person: _____

6. Describe the firm's experience in providing transit services to elderly and handicapped persons (include years of service and annual ridership):

7. Individuals responsible for management and policy decision making:

<u>Name</u>	<u>Title</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. How many and what type of vehicles will your organization dedicate to providing Metro Mobility service?

9. Indicate on the map, included with the application packet, the municipalities to which your organization will provide service.

10. How many one-way trips do you expect to provide annually? _____

11. Will your organization be able to begin service on October 4, 1986? _____

Metro Mobility Application Checklist

The following materials are due by August 1, 1986:

- _____ Cover Letter
- _____ Applicant Summary Sheet
- _____ Management Plan
- _____ Description of Organization
- _____ Metro Mobility Goals and Objectives
- _____ Service Area (Both map and written)
- _____ Hours of Service
- _____ Vehicle Description
- _____ Call-Taking Procedures
- _____ Driver Selection/Training Process
- _____ Description of Insurance Coverage
- _____ Description of Marketing Efforts

The following materials are required before a contract with the RTB will be entered into:

- _____ Civil Rights Assurance
- _____ Equal Employment Opportunity Assurance
- _____ Participation of Disadvantaged Business
- _____ Certificate of Insurance
- _____ Certificate of Compliance with Special Operating Standards
(Wheelchair providers only)

Metro Mobility Service Area

On October 4, 1986, Metro Mobility service will be provided to the following communities until 11:00 p.m.:

Bloomington ✓	Fridley ✓	Minneapolis ✓	Roseville ✓
Brooklyn Center ✓	Golden Valley ✓	New Brighton ✓	St. Anthony ✓
Columbia Heights ✓	Hilltop ✓	New Hope ✓	St. Louis Park ✓
Crystal ✓	Lauderdale ✓	<u>North St. Paul</u>	St. Paul ✓
Edina ✓	Little Canada ✓	Richfield ✓	South St. Paul ✓
Falcon Heights ✓	Maplewood ✓	Robinsdale ✓	West St. Paul ✓

On January 1, 1987, Metro Mobility service will be expanded to the following communities until 6:00 p.m.:

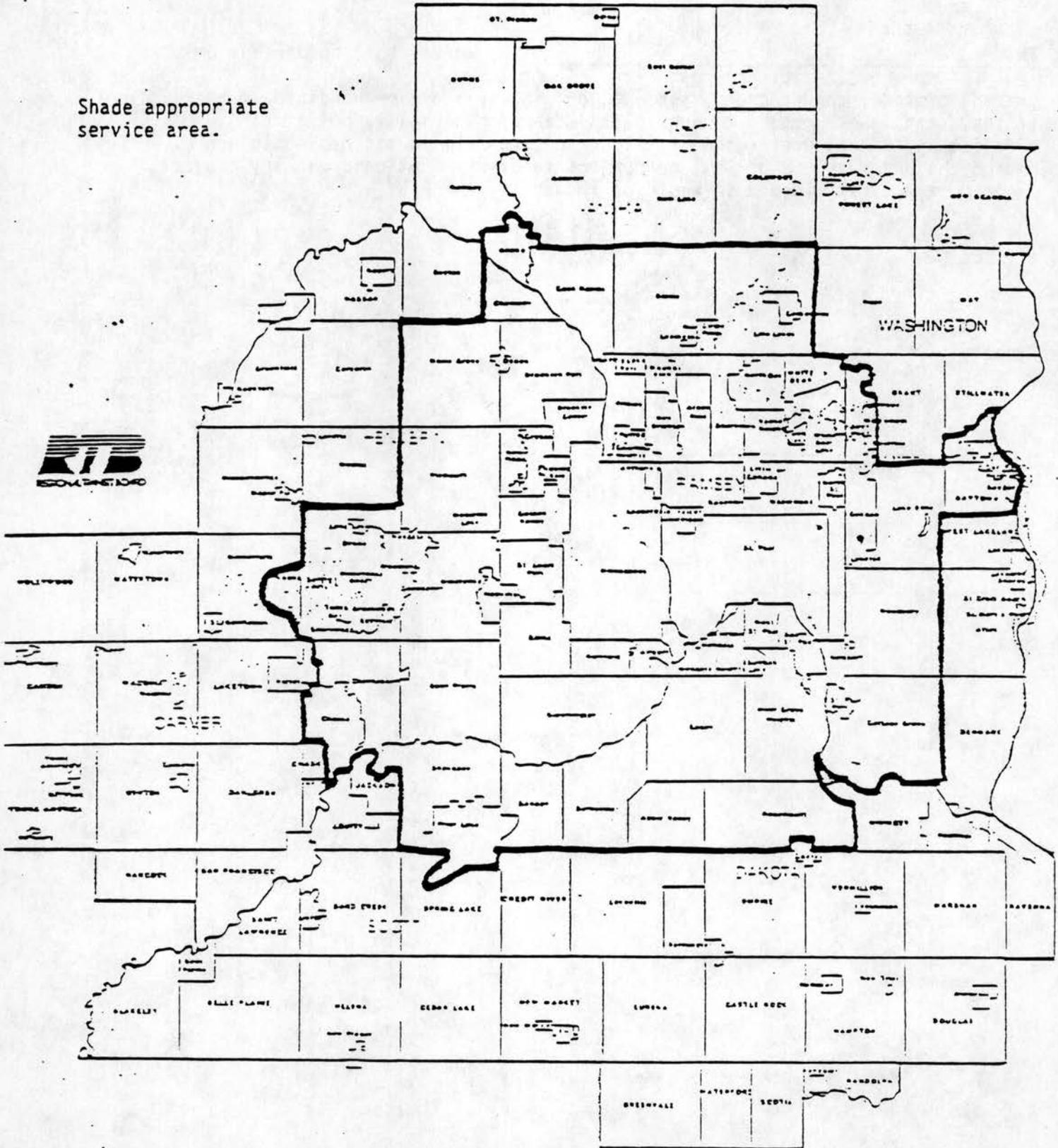
Anoka	Eden Prairie	Minnetonka Beach	Spring Lake Park
Arden Hills	Excelsior	Mound	Spring Park
Blaine	Greenwood	Moundsview	Tonka Bay
Brooklyn Park	Hopkins	North Oaks	Vadnais Heights
Centerville	Lexington	Osseo	Wayzata
Champlin	Lino Lakes ✓	Orono	White Bear Lake
Circle Pines	Maple Grove	Plymouth	Woodland
Coon Rapids	Medicine Lake	Shoreview	
Deephaven	Minnetonka	Shorewood	

On January 1, 1988, Metro Mobility service will be expanded to the following communities until 6:00 p.m.:

Apple Valley	Cottage Grove	Mendota Heights	Saint Paul Park
Bayport	Dellwood	Newport	Savage
Baytown	Eagan	Oakdale	Shakopee
Birchwood	InverGrove Heights	Oak Park Heights	Stillwater
Burnsville	Lake Elmo	Pine Springs	Sunfish Lake
Chanassen	Mahtomedi	Prior Lake	Willernie
Chaska	Mendota	Rosemount	Woodbury

TWIN CITIES METROPOLITAN AREA

Shade appropriate service area.



EQUAL EMPLOYMENT OPPORTUNITY ASSURANCE

The _____ agrees that it shall
(Recipient)

not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, status with regard to public assistance, disability, political affiliation, or sexual preference, and that we will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, marital status, status with regard to public assistance, disability, political affiliation or sexual preference.

Sincerely,

(Signature)

(Title)

(Date)

PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)
and
WOMEN-OWNED BUSINESS ENTERPRISES (WBE's)

Please submit the following information for each DBE/WBE with whom you presently contract or purchase goods/service. For listing of DBE/WBE organizations, contact Robert Dietrick of the Regional Transit Board at 292-8789.

<u>Name of Firm</u>	<u>Owner</u>	<u>Address</u>	<u>Service/Goods Provided</u>	<u>Estimated Dollar Amount</u>
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**METRO MOBILITY PROVIDER GUIDELINES
FOR SERVICE BEGINNING OCTOBER 4, 1986**

July 15, 1986

**Regional Transit Board
270 Metro Square Building
St. Paul, Minnesota 55101**

Description of Metro Mobility Service

The Metro Mobility program has been established to provide public transit service to people who are unable to use regular route transit service. Metro Mobility began in 1979, and currently provides over 500,000 one-way trips each year to over 13,000 certified users. Metro Mobility is funded by an appropriation from the State to the Regional Transit Board (RTB). The RTB is responsible for administrative and policy making decisions for Metro Mobility. Metro Mobility service is as a demand-responsive service that features day-ahead call-in from the users, and door-through-door assistance by providers. Beginning in October, Metro Mobility users will contact providers of their choice directly to request service.

Metro Mobility Users

Prior to using Metro Mobility services, a person must be registered and certified. The guidelines for certification are generally that an individual is unable to use regular bus service. Specifically the guidelines are that a person must be unable to use the steps of a mainline bus, unable to wait outdoors for more than 10 minutes, unable to maneuver themselves for more than one-fourth of a mile or unable to use or learn to use mainline bus service as verified through a physician, physical therapist or an orientation and mobility specialist.

Hours of Service

Metro Mobility service is provided Sunday through Saturday. On Monday through Friday service hours will be 6:00 a.m. - 11:00 p.m. in the current service area and 6:00 a.m. - 6:00 p.m. in the expansion areas. On weekends and holidays Metro Mobility service will be available from 8:00 a.m. - 11:00 p.m. in the current service area and 8:00 a.m. - 6:00 p.m. in the expansion areas. The service hours represent the first and last pick-up times available to Metro Mobility users.

All Metro Mobility providers will be required to provide service Sunday through Saturday, but will have an option of providing service until 6:00 p.m. or 11:00 p.m.

Service Area (See Map on Page 10)

Metro Mobility providers will be required to serve a minimum of eight suburban municipalities or Minneapolis or St. Paul. By applying for certification in a municipality, providers agree to serve all Metro Mobility users within the municipality. Providers will be permitted to transport Metro Mobility users from within the providers' declared service area to a municipality outside of the declared service area and will be responsible for the return trip.

On October 4, 1986, Metro Mobility service will be provided to the following communities until 11:00 p.m.:

Bloomington	Fridley	Minneapolis	Roseville
Brooklyn Center	Golden Valley	New Brighton	St. Anthony
Columbia Heights	Hilltop	New Hope	St. Louis Park
Crystal	Lauderdale	North St. Paul	St. Paul
Edina	Little Canada	Richfield	South St. Paul
Falcon Heights	Maplewood	Robinsdale	West St. Paul

On January 1, 1987, Metro Mobility service will be expanded to the following communities until 6:00 p.m.:

Anoka	Eden Prairie	Minnetonka Beach	Spring Lake Park
Arden Hills	Excelsior	Mound	Spring Park
Blaine	Greenwood	Moundsview	Tonka Bay
Brooklyn Park	Hopkins	North Oaks	Vadnais Heights
Centerville	Lexington	Osseo	Wayzata
Champlin	Lino Lakes	Orono	White Bear Lake
Circle Pines	Maple Grove	Plymouth	Woodland
Coon Rapids	Medicine Lake	Shoreview	
Deephaven	Minnetonka	Shorewood	

On January 1, 1988, Metro Mobility service will be expanded to the following communities until 6:00 p.m.:

Apple Valley	Cottage Grove	Mendota Heights	Saint Paul Park
Bayport	Dellwood	Newport	Savage
Baytown	Eagan	Oakdale	Shakopee
Birchwood	InverGrove Heights	Oak Park Heights	Stillwater
Burnsville	Lake Elmo	Pine Springs	Sunfish Lake
Chanhassen	Mahtomedi	Prior Lake	Willernie
Chaska	Mendota	Rosemount	Woodbury

Administration of Daily Operations

The RTB will contract with the Metropolitan Transit Commission (MTC) to operate the Metro Mobility Administrative Center (MMAC). Responsibilities of the MMAC will include certification of Metro Mobility riders, reimbursement of providers, development of monthly/annual reports, monitoring provider performance, addressing rider concerns, distribution and reimbursement of commuter tickets, daily supervision of the program and publication of an annual rider's guide and a newsletter.

As part of the responsibilities of the MMAC, a rider representative will be available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, to assist Metro Mobility riders. Specific responsibilities of the rider representative will include acting as a liaison between riders and providers, assisting riders with understanding and using Metro Mobility services and reporting service complaints to the manager of the Metro Mobility Administrative Center.

Metro Mobility riders will be encouraged to deal first with the provider in resolving a service problem. If the rider is unable to resolve the problem directly, then the rider representative will work with the Metro Mobility user and provider to settle the issue.

Allocation of Daily Ridership

A key role of the MMAC will be the maintenance of a centralized computer system and the allocation of daily ridership. Because there are limited dollars available for the Metro Mobility program, a dollar amount will be allocated to the program each day. As trips are scheduled, the daily allocation will be reduced accordingly. Once the daily allocation has been met, no additional trips will be authorized. This process will involve each Metro Mobility provider and staff at the transportation center as outlined below.

Each provider will have a terminal at their site that is connected to a central computer at the transportation center. When a Metro Mobility rider makes a trip request with a provider, the rider will give the provider their Metro Mobility certification number. On a terminal, available from the administrative center, the provider will enter the rider's certification number. By entering a valid Metro Mobility certification number, providers will have access to the rider's name, address, telephone number, special instructions and a listing of common trip destinations.

Once the information is displayed on the screen, the provider will record the trip request and send it to the central computer by way of a modem. During the trip scheduling period, transportation center staff will monitor the number of trips recorded with the central computer. Once the number of recorded trips exhausts the daily allocation, no further trips will be recorded. Only those trips recorded on the central computer will be reimbursed.

Providers may obtain a record of their scheduled trips through a printer located at their site or from a central printer located at the MMAC. Equipment is currently being tested that will determine the availability of on-site printing.

Passenger Fares

Metro Mobility providers are responsible for collecting the fare of \$1.25 per passenger. Passenger fares will be kept by the provider. Metro Mobility providers may charge a mileage fee for trips that exceed eight miles. Mileage rates must be reasonable and will be negotiated as part of the provider's contract with the RTB. All Metro Mobility providers will be required to accept Metro Mobility commuter tickets that are presented for payment of fares. Providers will be reimbursed for the full value of the Metro Mobility commuter tickets by the MMAC.

Provider Reimbursement

Two separate rates will be established for Metro Mobility reimbursement, one rate for ambulatory trips and a second rate for wheelchair trips. The determination of ambulatory or wheelchair reimbursement will be made by the rider's certification number. All providers will be reimbursed based on a flat rate of \$11.25 for a wheelchair trip and \$5.25 for an ambulatory trip. The provider reimbursement rate will subsidize a rider's trip up to eight miles.

For each passenger actually transported, a form similar to a charge card slip will be completed. Currently, each Metro Mobility rider has a plastic card similar to a charge card. At the completion of each trip, drivers will complete the charge slip and include an imprint of the rider's card, date, drop off and pickup locations/times and passenger signature. Provisions will be made for those passengers unable to sign their name.

Providers will submit a summary of the daily activities to the transportation center. This invoice will be on a form provided by the center and will include each trip by certification number and trip code, all trip denials and no-shows. Forms signed by the passenger and with the card imprint will accompany the invoice. To receive reimbursement, a trip must be recorded on the central computer and a completed form with the rider's card imprint and signature must be submitted to the MMAC.

Upon receiving the provider's daily invoice, administrative center staff will verify the billing statement. Verification will include random calls to riders, confirmation of valid certification number and rider's signature. Upon confirmation of the provider's invoice, the MMAC will issue a check directly to the provider. It is the intention of the MMAC to process provider invoices every two weeks and to pay providers within 30 days of receipt of the invoice.

Standing Requests

Persons that travel from the same address to the same destination three or more times within a week may avoid calling in their request by arranging for a standing request. A standing request is a permanent request that is automatically placed with the provider of their choice the day before. Standing requests are offered as a service for those persons making frequent trips with Metro Mobility. Metro Mobility users will be charged a fee for this service.

To arrange for a standing request, a person will contact the MMAC for an application form. On the form the person will indicate the provider they wish to ride with, days, time and location of pickups/dropoffs. Upon completing the form, the rider will send the application along with the fee to the MMAC. Upon receiving the completed form, MMAC staff will notify the selected provider and will adjust the appropriate daily allocations. The standing request will be effective within one week from the day of receipt at the MMAC. The same process will be used for changing a standing request.

For the first six weeks of service, Metro Mobility users with standing requests will be assigned to a provider serving their area.

Trip Scheduling

Metro Mobility providers will be required to schedule their own trips. Providers must be available to schedule trips between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday and between 8:00 a.m. and 2:30 p.m. on Saturday, Sunday and holidays. Requests for trips will only be permitted the day before service is requested. Metro Mobility providers will be required to inform riders of their pickup time the day before service is requested and before 9:00 p.m.

Trip Denials

Providers will be permitted to deny trip requests for the following reasons:

1. If the daily allocation of Metro Mobility trips has been exhausted; or
2. If the provider has inadequate capacity to provide the trip.

Whenever service is denied for reasons of inadequate capacity, providers will be required to refer riders to another Metro Mobility provider.

All trips denials must be recorded on a form provided by the MMAC and submitted along with the provider's invoice.

Maximum Passenger Travel Time

The maximum travel time for a Metro Mobility passenger shall not exceed ninety (90) minutes.

Vehicle Capacity

Metro Mobility providers will not be permitted to transport more persons in a vehicle than is provided for in the vehicle's normal seating capacity.

Driver Standards

All Metro Mobility drivers will be required to meet the guidelines established by the Operating Standards for Special Transportation Services as defined in the State of Minnesota Administrative Rules, Section 8840.5900, subpart 1. The guidelines are listed below:

1. No driver shall operate a special transportation service vehicle unless that driver:
 - o has visual acuity of 20/40 in each eye corrected and a field of vision of at least 70 degrees in the horizontal meridian of each eye;
 - o does not have a hearing loss greater than 30 db in the better ear with or without a hearing aid; and
 - o has no current medical condition which interferes with the ability to drive safely.
2. Every two years each driver shall obtain, on a form prescribed by the commissioner (of transportation), a physician's statement that the driver has no current medical condition which interferes with his or her ability to drive safely. This shall be obtained prior to employment as a driver of a special transportation service vehicle. Employees of facilities which are licensed by the Department of Health or the Department of Public Welfare and required by either of those departments to provide a physician's statement of health on a regular basis may substitute that form or statement for the form required in this section.
3. Each driver shall be able to perform a vehicle safety inspection and each driver and attendant, in the case of a vehicle which is staffed by a driver and an attendant, shall be able to assist a passenger into the vehicle and operate a wheelchair lift or ramp if the vehicle is equipped with it.

4. Each driver shall also meet the following criteria:
 - o possess a driver's license which is valid for the type of vehicle which he or she drives;
 - o be at least 18 years of age and have not less than one year of experience as a licensed driver; and
 - o have a driving record clear of revocations, suspensions, and cancellations for the past three years except for suspensions which result from unpaid parking tickets.

5. Each driver and attendant shall successfully complete a first aid or emergency care course of not less than four hours which shall include instruction in the following elements:
 - o treatment of shock;
 - o control of bleeding;
 - o airway management;
 - o prevention and treatment of frostbite and exposure to cold;
 - o prevention and treatment of heat exhaustion and heat stroke;
 - o identification of sudden illness such as stroke, heart attack, convulsions, fainting, and seizures; and
 - o appropriate use of emergency medical assistance services.

6. Each driver and attendant who transports passengers seated in wheelchairs or who assists passengers in transferring from a wheelchair to a vehicle shall complete a minimum of eight hours training in the techniques of transporting and assisting elderly and physically handicapped passengers which shall include instruction in the following elements:
 - o discussion of characteristics of the aging process and major disabling conditions;
 - o discussion of common assistive devices used by elderly and handicapped persons;
 - o discussion of attitudes toward elderly and handicapped persons which includes the participation of handicapped and elderly persons;
 - o instruction in methods of handling wheelchairs
 - o instruction in moving, lifting, and transferring passengers;
 - o guidelines for transporting handicapped persons; and
 - o instruction in the operation of lifts, ramps, and wheelchair securement devices if the vehicle to be operated is equipped with them.

7. Each driver and attendant who transports elderly and physically handicapped passengers who do not use wheelchairs or who transports passengers who do not transfer from a wheelchair to a seat in the vehicle shall complete a minimum of four hours training in the techniques of transporting and assisting elderly and physically handicapped passengers, which must include instruction in the elements listed in item 6, subitems (1) to (3) and (6).

8. Each driver and attendant shall receive instruction in the use of the fire extinguisher.
9. A driver or attendant who has not completed the required training prior to providing special transportation service, shall do so within 90 days after beginning to provide the service. Copies of certificates indicating successful completion of courses must be maintained in the provider's files.
10. Each driver and attendant must successfully complete a refresher first aid or emergency care course every three years. The refresher course shall include instructions in the elements listed in item 5.

Vehicle Standards

Any vehicle that transports Metro Mobility users in wheelchairs will be required to comply with the Operating Standards for Special Transportation Services as defined in the State of Minnesota Administrative Rules, Sections 8840.5100 through 8840.6300. A current certificate of compliance, issued by the Commissioner of Transportation, is required for all providers transporting Metro Mobility users in wheelchairs.

Vehicles used to transport Metro Mobility users that do not use wheelchairs will be required to meet the taxi-cab ordinances for the municipalities in which the vehicles will operate. Vehicles are not required to be issued a taxi-cab license, however upon request from the RTB, the provider must provide proof of compliance with the applicable taxi-cab ordinances. Vehicles that are certified under the Special Operating Standards are exempt from this requirement.

Variance From Vehicle or Driver Standards

The RTB may grant a variance from the Metro Mobility vehicle and driver standards. The RTB will follow the same guidelines established for the Special Operating Standards. A variance shall be granted if:

1. the rationale for the rule in question can be met or exceeded by the specific alternative practice which the applicant proposes to substitute;
2. the application of the rule in question would impose an excessive burden on the applicant; and
3. the granting of the variance will not adversely affect the public health and safety.

Requests for a variance from the Metro Mobility standards must be included with the Metro Mobility provider application due by August 1, 1986.

Insurance

Metro Mobility providers will provide liability insurance in the amounts of at least \$100,000.00 per claim for injury, death or property damage by wrongful act or omission, and \$300,000.00 for any number of claims arising out of a single occurrence. Insurance coverage shall be provided to protect the provider and RTB from any loss arising out of the furnishing of the service. Metro Mobility providers will be required to furnish all appropriate certificates of insurance, and to carry higher limits of insurance if required by the RTB.

Other Required Training

The restructuring of Metro Mobility calls for extensive use of computer terminals in the processing of trip requests from Metro Mobility users. All personnel responsible for accepting trips requests from Metro Mobility users will be required to attend a training and orientation session. The session will be sponsored by the Metro Mobility Administrative Center and will cover proper use of the computer terminals and training in dealing with Metro Mobility users with special needs (i.e. speech impediments).

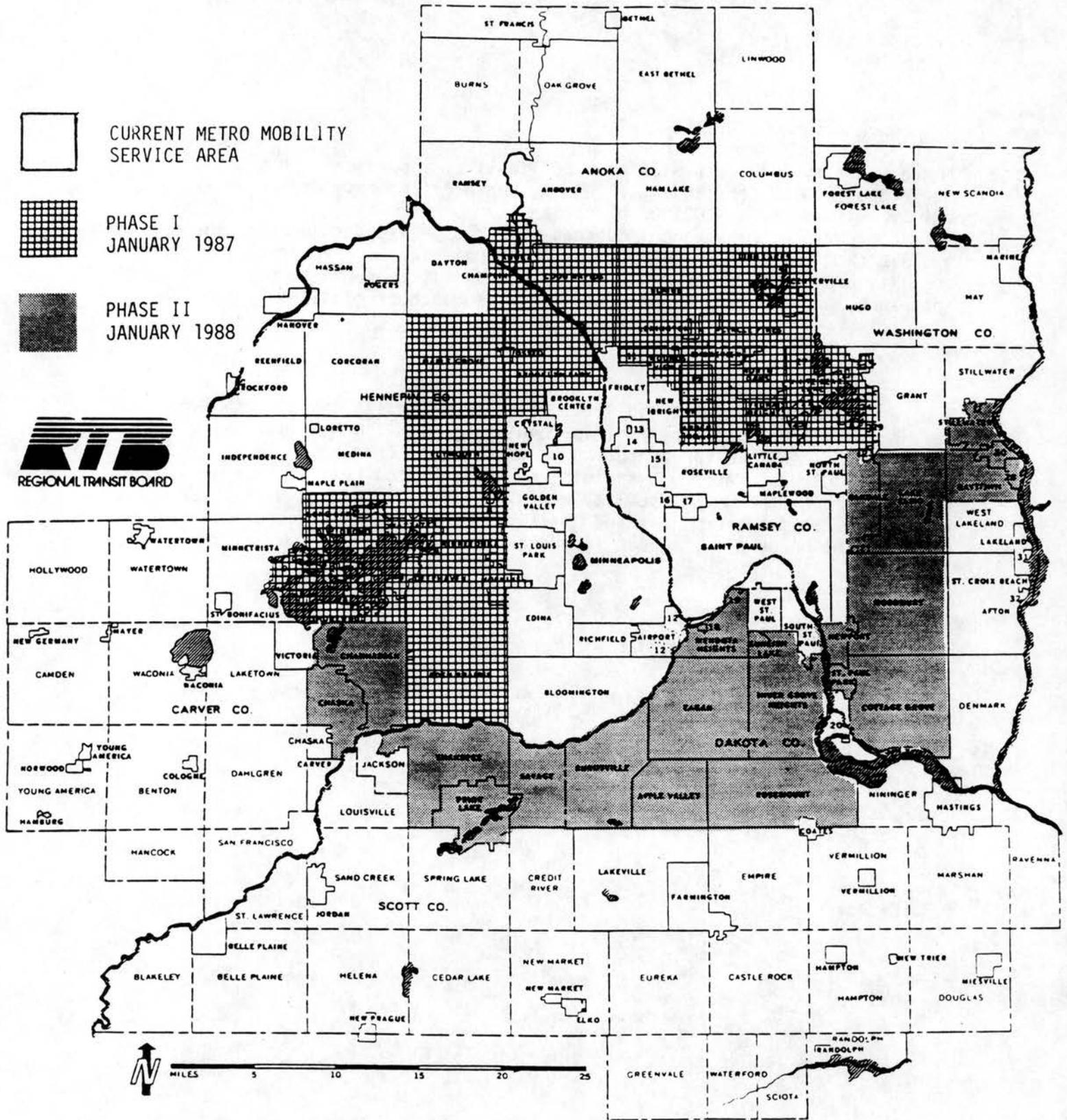
MNINFO

METRO MOBILITY EXPANSION AREA

 CURRENT METRO MOBILITY SERVICE AREA

 PHASE I
JANUARY 1987

 PHASE II
JANUARY 1988



- | | | | |
|--------------------|---------------------|-------------------|---------------------|
| 1 SPRING PARK | 9 MOUND | 17 FALCON HEIGHTS | 25 GEN LAKE |
| 2 OSORO | 10 ROBBINSDALE | 18 BERDOTA | 26 BIRCHWOOD |
| 3 WINNETONKA BEACH | 11 SPRING LAKE PARK | 19 LILYDALE | 27 WHITE BEAR |
| 4 TORNA BAY | 12 U S GOVT | 20 GREY CLOUD | 28 BAYPORT |
| 5 EXCELSIOR | 13 HILLTOP | 21 LANDFALL | 29 WILLERIE |
| 6 GREERWOOD | 14 COLUMBIA HEIGHTS | 22 DELLWOOD | 30 OAK PARK HEIGHTS |
| 7 WOODLAND | 15 ST ANTHONY | 23 PINE SPRINGS | 31 LAKELAND SHORES |
| 8 MEDICINE LAKE | 16 LAUDERDALE | 24 WANTONEDI | 32 ST MARY'S POINT |

ANOKA — County Boundary
OSORO — Municipal Boundary
CAMDEN — Township Boundary

Contract No.

AGREEMENT FOR
SPECIAL TRANSPORTATION SERVICES

This Agreement entered into this _____ day of _____, 1986, by and between the Regional Transit Board, a public body ("RTB") and the Metropolitan Transit Commission, a Minnesota public agency, ("MTC").

Recitals:

WHEREAS, Minn. Stat. Section 473.386, subd. 1, requires the RTB to implement a project to coordinate special transportation service in the metropolitan area; and

WHEREAS, Minn. Stat. Section 473.386, subd. 2, requires the RTB to contract for services necessary for the project's operation and that all administrative services provided through the project must be provided under a contract between the RTB and the MTC which specifies the service to be provided and the rates for providing it; and

WHEREAS, MTC wishes to perform such services and has represented to the RTB that the MTC has the necessary expertise, qualifications and personnel to perform such services; and

WHEREAS, the RTB has authorized its executive director to enter into this Agreement with the MTC;

NOW THEREFORE, based upon the mutual covenants contained herein, the MTC agrees that it will provide the services specified herein upon the terms and conditions set forth hereinafter.

1. Definitions: Unless the context indicates a different meaning, the following terms shall have the following meanings ascribed to them:

(a) RTB: The Regional Transit Board, created pursuant to Minn. Stat. Section 473.371 to Section 473.449.

(b) MTC: The Metropolitan Transit Commission, a Minnesota public agency.

(c) Special Transportation Service ("STS"): Motor vehicle transportation provided on a regular basis by a public or private entity or person, designed to serve handicapped persons, elderly persons, and others with special transportation needs who are unable to use mainline bus service under the Metro Mobility program of the RTB.

(d) MMAC: The Metropolitan Mobility Administrative Center operated by the MTC and under contract with the RTB to oversee the daily operation of Special Transportation Services.

(e) PROVIDER: Organization under contract to the RTB to provide STS.

(f) User: Any person who the RTB or MMAC has determined is eligible to receive Special Transportation Services.

(g) Metro Mobility Service Area: The geographic area in which STS will be provided as publicly announced by the RTB.

Any other terms shall have the meanings ascribed to them by Minn. Stat. Chs. 473 and 174 and Minn. Rules, Chapter 8840, as amended.

2. Role of MMAC

(a) The MTC will serve as an agent of the RTB and shall be responsible for overseeing the daily operations of the Metro Mobility program.

(b) Responsibilities of the MTC will include certification of Metro Mobility riders, reimbursement of providers, monitoring provider performance, addressing rider concerns, daily supervision of the program, allocation of daily ridership and maintenance of computer system.

(c) The MTC shall have the power and authority to recommend disciplinary action to the RTB regarding the delivery of Metro Mobility service by PROVIDERS.

(d) The MTC shall supply PROVIDERS with a keyboard, monitor and modem for purposes of communication with the Metro Mobility computer at the MMAC. Said equipment shall remain the property of the Metro Mobility program. PROVIDERS shall be responsible for all costs associated with maintenance of the keyboard, monitor and modem not covered by applicable warranty. PROVIDERS shall also be responsible for all costs associated with the telephone lines necessary to communicate with the Metro Mobility computer.

3. Services

MTC shall provide administrative services for the Metro Mobility program in accordance with the Management Plan attached hereto as Attachment A and as set forth hereinafter:

(a) MTC shall be responsible for updating the Metro Mobility Riders Guide as needed.

(b) MTC shall market Metro Mobility services to potential users residing in the expansion areas designated in Attachment B.

(c) MTC shall publish a quarterly newsletter and mail to all certified users.

(d) The MTC shall be responsible for determining the mileage of STS trips, which determination shall be final and binding on PROVIDERS.

(e) MTC shall develop and implement a manual backup system that will assume the responsibilities of the MMAC computer in the event of a computer malfunction.

(f) MTC shall conduct a telephone survey for the purposes of determining quality of service and verification of trip on no less than 5% of all vouchers submitted by providers for reimbursement.

(g) Each voucher submitted by PROVIDERS for reimbursement shall be checked by the MTC for User ID imprint, User signature and trip information.

(h) Periodic, on-site observations of PROVIDERS delivering service shall be conducted by the MTC.

(i) The MTC shall submit to the Regional Transit Board no later than the 6th and 21st of each month, recommended amounts for reimbursement for each Metro Mobility PROVIDER.

(j) MTC shall be responsible for monitoring the daily trip count and keeping STS to PROVIDERS within the daily monetary limits established by the RTB.

(k) MTC shall coordinate annual recertification of all Metro Mobility USERS and complete the same by February 28, 1986.

(l) MTC shall provide ongoing certification services for persons wishing to use Metro Mobility services.

(m) A rider representative shall be available Monday through Friday, 8:00 a.m. to 5:00 p.m. to address User concerns. The rider representative shall also be available to make presentations on Metro Mobility to members of the public.

(n) MTC shall record and distribute USER'S standing orders to designated PROVIDERS.

4. Hours of Service

(a) Hours of the MMAC shall be 6:00 a.m. to 5:30 p.m., Monday through Fridays (except holidays) and 8:00 a.m. to 5:30 p.m. Saturdays, Sundays and holidays.

(b) During the hours the MMAC is not open, the MTC shall provide a telephone number that Metro Mobility USERS can call in the event of an emergency.

5. Collection of Revenues

As partial consideration of the administrative services to be provided hereunder, MTC shall collect the following revenues:

- (a) An annual fee of \$10 for each person certified to use Metro Mobility.
- (b) A fee of \$10 for each person establishing a standing request and a fee of \$5 for each change to a standing order.
- (c) An amount not to exceed \$150 per month, from providers to help offset telephone line and computer maintenance expenses.
- (d) The full cost of providing and administering Metro Mobility trips that are eligible for reimbursement under the Medical Assistance Program from the Department of Welfare.

6. Personnel

(a) Any and all employees of the MTC, its subcontractor or other persons while engaged in the performance of any work or services required by the MTC under this agreement shall not be considered employees of the RTB, and any and all claims that may or might arise under the Worker's Compensation Act of Minnesota on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the MTC'S employees, its subcontractors or other persons while so engaged in any of the work or services to be rendered shall in no way be the obligation or responsibility of the RTB.

(b) The MTC and its subcontractors shall use their best efforts to obtain goods and services from small business concerns owned and controlled by women and socially and economically disadvantaged individuals.

(c) MTC and its subcontractors shall be considered as independent contractors and has and retains full control and supervision of the services and full control over the employment and direct compensation and discharge of all persons assisting with performing services under this Agreement.

7. Insurance

MTC shall have in effect an insurance plan which provides the minimum coverage identified in Minnesota Statute, Chapter 466, and names the RTB as an additionally insured. At least three (3) days prior to commencing service hereunder, MTC shall furnish to the RTB a description of the insurance plan in effect for this Agreement.

8. Indemnity

(a) The MTC and its subcontractors shall indemnify and save harmless the RTB from and against any and all claims or demands including all costs of defense of every nature on account of injury to or death of persons or damage to or loss of property, caused by or resulting in any manner from any acts or omissions of the MTC, its subcontractors, agents, or employees, and its subcontractors, in performing or failing to perform any of the services, duties or operations to be performed by the MTC whether under this agreement or otherwise.

(b) The MTC and its subcontractors shall also indemnify and hold harmless the RTB against risk or loss of all kinds including all costs of defense through injury to the MTC'S employees, and its subcontractors and volunteers, while in the course and scope of their employment under this agreement.

9. Reports, Records and Documentation

(a) The MTC shall maintain all records pertaining to the MMAC under this Agreement for a period of three (3) years from date of final payment. If any litigation, claim or adverse finding exists, the records shall be retained until final disposition thereof has been resolved.

(b) The MTC, upon request, will furnish to the RTB copies of all reports required by law or regulation to be furnished to the RTB or any other governmental body or authority having legal jurisdiction over operational matters of the PROVIDER.

(c) The MTC shall, at the end of the term of this agreement, turn over in a timely fashion any and all records that are requested and deemed to be appropriate by the RTB.

(d) The MTC agrees to provide additional information as may be required by the RTB.

10. Conditions, Limitations and Restrictions

(a) The MTC shall not be required to furnish the service or any portion thereof in the event of its inability to do so by virtue of any concerted refusal of its employees to work or any strike of any kind or character of its or its subcontractors, including a so-called wild-cat strike or slowdown or stoppage; any riot, civil strike, or disturbances; closing of streets, roads, routes, or bridges; inclement weather; destruction of any means or methods of any of its property necessary for the performance of this agreement; flood, fire or any other cause beyond its control.

(b) The services of the MTC to be performed in this agreement shall not be assigned or transferred or subcontracted out unless written authority to do so is granted by the RTB. This written consent shall in no way relieve the MTC from its primary responsibility for performance of the work. The RTB reserves the right to review said contracts between the MTC and third parties.

(c) The RTB shall not be responsible for any loss or damage sustained or claimed to be sustained by the MTC or its subcontractors through the failure of the MTC or its subcontractors to maintain at all times a timely operating schedule.

(d) The failure of the RTB at any time to insist upon a strict performance of any of the terms, conditions and covenants contained within this agreement shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants contained within this agreement.

11. Prohibited Interests

(a) No member, officer, employee or agent of the RTB during his tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement, or the proceeds thereof.

(b) The MTC shall not offer or provide gifts, favors, nor any other gratuities of more than nominal value to any official, employee, or agent of the RTB during the period of this contract nor for a period of one year thereafter.

12. Conflict of Interest

(a) The MTC represents that it presently has no interest and agrees that it shall acquire no interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The MTC further agrees that in the performance of the agreement, no person having any such interest shall be employed.

(b) The MTC shall disclose to the RTB any contract, agreement or understanding that the MTC has as of the date of submission of the agreement, or in the future may have, with any entity or individual which in the MTC'S reasonable opinion may represent a conflict of interest in the performance of the MTC'S performance of its duties for the RTB and if the RTB determines that there is in fact a conflict, then the PROVIDER shall forthwith resign from such conflicting contract, agreement or understanding, in which event the agreement shall remain in full force and effect. In the event the MTC does not so resign, then the RTB shall have the option of terminating the agreement forthwith.

13. Inspections

(a) The RTB shall have the right and shall be at liberty to monitor and inspect, in regular business hours, with the MTC'S cooperation, all elements of the system under this Agreement.

(b) The MTC and its subcontractors shall keep full and complete books of account under generally accepted accounting principles reflecting its operations pursuant to this agreement. The MTC further agrees to permit the RTB or its designee to inspect, copy or audit its accounts or its subcontractor, records and business documents at any time during regular business hours, as they may relate to the STS.

(c) The MTC shall provide full and competent technical services to handle and correct any and all problems associated with the operation of the system.

14. Payment by the RTB.

(a) The RTB agrees to pay the MTC the sum of \$ 573,000 or 100% of the total operating deficit, whichever is less. Total operating deficit is defined as the amount by which the total approved operating expenses incurred in the administration of the MMAC exceed the amount of revenues derived therefrom.

(b) Disbursements:

1. Payments will be made by RTB to RECIPIENT monthly, based on submission of the Request for Funds form, attached to this contract as Attachment C.
2. It is agreed that 10 percent of the final payment will be withheld pending a final audit by RTB, which will determine an approved operating deficit for the period of this contract.
3. If 100 percent of the final approved operating deficit is determined to be less than \$573,000, RTB will reduce the final payment to comply with the provisions of this contract. If it is determined that RTB has overpaid the MTC, the MTC will refund to RTB that amount sufficient to comply with the provisions of this contract.
4. If it is determined, as a result of final audit, that RTB has overpaid MTC on any previous contract, RTB may reduce payments under this contract by that amount overpaid, upon notification of MTC.
5. Requests for payment shall be submitted by the MTC to:

Regional Transit Board
270 Metro Square Building
Saint Paul, Minnesota 55101

15. Equal Employment Opportunity

In connection with the execution of this Agreement, the MTC agrees that it shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. MTC will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections for training, including apprenticeship.

16. Management Assistance and Cooperation

The MTC agrees that major problems and occurrences will be reported to the RTB. Promotion, service changes and other significant changes to the Management Plan (Attachment A) by the MTC, whether proposed by the MTC or the RTB, shall be made only with prior consultation between the MTC and the RTB. The MTC specifically agrees to assist the RTB in any matters which, in the discretion of the RTB, are in the interest of improving the service by way of survey, public notice, publicity, or public education.

17. Termination and Suspension

(a) In the event that MTC fails to comply with any provision of this Agreement, RTB may either (1) immediately terminate this Agreement by providing written notice thereof to MTC, or (2) immediately suspend MTC'S right to provide services and receive payment under this Agreement for a period not to exceed thirty (30) days. The RTB election to suspend the MTC'S rights under (2) shall not impair the RTB'S right to immediately terminate MTC under (1). Upon termination under (1), the RTB reserves all rights to other remedies allowed by law, including curtailing of future funds to the MTC.

(b) Upon thirty (30) days written notice by the RTB to MTC or upon ninety (90) days written notice by MTC to RTB, this agreement may be terminated and cancelled without cause and all obligations contained in this agreement shall cease upon the expiration of said notice period.

18. Notice

Notice by certified mail shall be deemed to have been given on the day of mailing using the addresses contained on the contract agreement.

19. Reservation of Rights

Nothing in this agreement shall modify, waive, restrict, abrogate or limit the powers of the RTB conferred by law or regulation.

20. Arbitration

Any dispute under this agreement shall be submitted to binding arbitration in the City of St. Paul, Minnesota, within thirty (30) days of written notification by either party. Arbitration shall take place under the rules of the American Arbitration Association, provided that there be only one arbitrator.

21. Term

Unless terminated earlier as provided in paragraph 17, the term of this Agreement shall be from October 4, 1986, to December 31, 1987.

22. Prior Agreements.

This Agreement supercedes any prior written or oral agreement between the parties or any agreement for the provision of administrative services between MTC and the Minnesota Department of Transportation, whose obligations may have been assumed by the RTB, and neither the MTC nor the RTB shall have any further obligations under said agreements for services provided on or after October 4, 1986.

IN WITNESS WHEREOF, the parties signed below have caused this agreement to be executed the date first above written.

REGIONAL TRANSIT BOARD

METROPOLITAN TRANSIT COMMISSION

By Its Executive Director
270 Metro Square Building
St. Paul, Minnesota 55101

Its Chief Administrator
560 Sixth Avenue North
Minneapolis, MN 55411

DRAFT

CONTRACT VIOLATION PROCEDURES

The contract between the Regional Transit Board and the Metro Mobility providers can be divided into two basic areas of compliance - service and administration. Points directly involving passengers are in the area of service compliance while the reimbursement, marketing, fare structure and record areas would fall under administration compliance. Attachment A outlines and categorizes the contract requirements into these two areas.

Some types of contract violations require more stringent penalties than others. For example, not properly securing a wheelchair could result in greater harm than accepting orders after a system shutdown has been declared. Therefore, as Attachment A indicates, two levels of non-compliance have been identified.

Level I

- Step 1 - The documented and confirmed violation at this step would require the provider to make the appropriate correction immediately.
- Step 2 - A second Level One violation within 30 days of the first infraction would require:
 - A. Immediate correction
 - B. Written warning from MMAC manager advising that probation and/or liquidated damages would result if another level one violation would occur within the next sixty days.
- Step 3 - Another Level One violation occurring within 60 days from the written warning, would result in probation and/or liquidated damages.
- Step 4 - A probationary violation (described below) would result in suspension and possible termination of the contract.

Level II

- Step 1 - Three documented and confirmed violations within 30 days at this step would require the provider to make the appropriate correction immediately.
- Step 2 - A fourth Level Two violation within 30 days of the three infraction from step one would require:
 - A. Immediate correction
 - B. Written warning from MMAC manager advising that probation and/or liquidated damages would result if another Level Two violation would occur within the next sixty days.
- Step 3 - Another Level Two violation within 60 days from the written warning, would result in probation and/or liquidated damages.
- Step 4 - A probationary violation (described below) would result in suspension and possible termination of the contract.

Injuries*

Passenger injury that resulted from documented and confirmed provider negligence places the provider on automatic probation. An additional level one infraction while on probation would require a 60 day extension of the probation. If a second personal injury is sustained due to documented and confirmed provider negligence, the provider will face a suspension hearing, using the guidelines addressed by state law.

Probation

Probation is a sixty day period of supervised time in which provider activities are monitored by MMAC and/or RTB inspections conducted by-weekly. The first of these inspections will be arranged at a mutually agreed upon time, subsequent inspections will require a two hour advance notice by MMAC or RTB staff. A suspension hearing or liquidated damages could result from discovering contract violation during these inspections.

* Medically confirmed physical trauma.

LF/cs/00/6/29

POTENTIAL CHANGES FOR THE REGIONAL TRANSIT BOARD'S 1988 METRO MOBILITY PROVIDER AND ADMINISTRATIVE AGENT CONTRACTS

The Regional Transit Board (RTB) is considering changes to the nineteen contractual agreements between RTB and the Metro Mobility providers, as well as changes to the contractual agreement between RTB and the Metropolitan Transit Commission (MTC) to operate the Metro Mobility Administrative Center (MMAC). The contracts with the Metro Mobility providers will expire March 31, 1988, and the contract with the MTC to operate the Metro Mobility Administrative Center will expire December 31, 1987.

The Regional Transit Board is seeking information from a variety of sources to assist with the development of these new contracts. This input has included discussions with the Transportation Handicapped Advisory Committee (THAC), current Metro Mobility providers, and the MMAC. Over the next several months, these groups will continue to discuss the 1988 contract language.

The new contracts will reflect the results of the current Metro Mobility evaluation study. This study is examining a host of operational issues such as provider and administrative agent performance, service quality and consumer satisfaction, safety concerns, and appropriate vehicle design specifications. Information gathered from the evaluation study's focus groups and survey of riders will be used to identify those components of the Metro Mobility program that may be improved through strengthened contractual requirements.

A key element in existing contracts with Metro Mobility providers is the Minnesota Operating Standards for Special Transportation Services with which each provider in the Metro Mobility program must comply. The Minnesota Department of Transportation is in the process of revising these rules which establish provider training requirements, vehicle safety and maintenance standards, and govern the delivery of special transportation services. The revised rules are expected to be completed by the end of 1987 and will be incorporated into new contracts.

Additionally, testimony from public hearings on Metro Mobility that will be held on October 26 and 27, 1987, will be another important source of information in determining the adequacy of current contract requirements and the content of new contracts.

To date the Regional Transit Board has identified several potential areas of change for the 1988 contracts. These preliminary suggested revisions are listed below for your review and comment during the public hearings.

Potential Changes for the 1988 Metro Mobility Provider Contracts

1. Clarify existing contract provisions including:
 - o Safety policies and procedures;
 - o Incident and accident reporting procedures;
 - o Complaint handling and reporting; and
 - o Service quality standards.

2. Incorporate additional requirements in contracts on topics such as:
 - o Service quality standards;
 - o Driver selection procedures;
 - o Driver training curriculum;
 - o Frequency of safety meetings;
 - o Scheduled preventive maintenance inspection intervals; and
 - o Driver safety incentive programs.
3. Establish a schedule of penalties for noncompliance.
4. Provide Metro Mobility vehicle specifications which include design standards for lift and non-lift vehicles and any specialized equipment used.
5. Include the amended requirements of the Minnesota Operating Standards for Special Transportation Services.
6. Revise rate or method of reimbursement to providers (perhaps there should be increased reimbursement for long trips, or a cost-based rate for group load trips).
7. Establish a process by which a provider can change certain elements of its service within the existing contract.

Potential Changes for the 1988 Metro Mobility Administrative Center's Contract

1. Clarify the scope of the administrative center's power and authority to enforce contract requirements.
2. Identify staffing and time commitment for provision of support services such as marketing, communications, accounting, emergency services, etc.
3. Define procedures and standards for monitoring provider performance.
4. Set additional performance standards for the administrative agent such as acceptable turnaround times for processing rider applications, resolving complaints and reimbursing providers.
5. Refine administrative center's monthly reporting requirements.
6. Define responsibility of the administrative center and the Regional Transit Board in curtailing services if the budgeted subsidy is exceeded.
7. Require budget and expense reporting based on the administrative center's management plan.

REGIONAL TRANSIT BOARD
ROLL CALL AND ATTENDANCE SHEET

DATE: 10/26

BOARD OR COMMITTEE P.H. - Metro Mo.

MEMBER NAME	PRESENT	VOTE	VOTE	VOTE	VOTE	VOTE
Chairman	✓					

Doris Caranicas						

Ruth Franklin						

Carole Faricy						

Alison Fuhr	✓					

Rochelle Graves						

George Isaacs						

Paul Joyce						

Edward Kranz						

#2

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

REGISTRATION FORM

DATE: 10/25/87

LOCATION: Met Council

(PLEASE PRINT)

NAME	ADDRESS	REPRESENTING	PHONE	WISH TO TESTIFY?
Irving Kendall	St. Paul 55105 2080 James Ave	Met. Senior Fed.	699-7607	no
Carolyn Hawkins		Senior Resources	874-7339	no
Kathy King	1622 Park Ave S	Greater than 50	341-0628	NO
John Morley		Morley Bar Co	464-8878	no
JAMES TENLY		Goodwill Eastern Sons	646-2591	no
*Mary Benson	800 E. 28th St Mpls.	Sister Kerig Inst	863-4482	yes
JAMES Letourneau	634 Monroe NE MPLS 55413	YELLOW TAXI Serv	824 4000	No
Tad Jude	14803-78th Ave N. Maple Grove, Mn	Dist. 48	424-4127	YES

Sign-In Please

REGIONAL TRANSIT BOARD

Suite 270 Metro Square Building, Saint Paul, Minnesota 55101

REGISTRATION FORM

DATE: 10/26

LOCATION: Met Council

(PLEASE PRINT)

NAME	ADDRESS	REPRESENTING	PHONE	WISH TO TESTIFY?
✓ Carl L. Rouse	1085 Klansman St.	acc B	776-1440	
✓ Ginny Godbars Green	Assoc for Retarded Citizens 2344 Hazellet ave So, #370 Mpls		874-6650	
✓ Elaine Buchtald	10827 Rosedale Ave N Loretto Mn 55357 near Hanover Mn	my MR daughter	498-7553	yes
✓ Ruth Ende	11652 CrowHasean Pk. Rd Rogers, Mn 55374		498-8041	
✓ J. Jerry Hays	5560 Shelley Duplex 55331	DTAC region 6	474 5708	yes
✓ Thomas N. Vida	560 6th AVE N Mpls MN 55411	MTC	349-7571	no
✓ Kathleen Koehl	1896 Randolph St. Paul, MN 55105	St. Michael Foundation Project St. Michael, MN	690-6981	yes
✓ John Dahn	28708 Co. Zine Rd White Bear Lake 55110	Review Senior Program	633-3997	no

HERE IS THE LIST OF SCHEDULED SPEAKERS

11:30--STEVE BERTRAND

11:45--MARY BENSMAN

NOON--BOB TIMLIN

12:15--DARLENE MORSE #504 Regulations & HR acts

Hours of time

12:30--JOHN CLAWSON OR ^K KURT STROM

6 AM - 11: PM

12:45--PAT KACKMAN 774-3248

1:00--BARB LARSON - more stringent qualification - certification

4:15--Elaine Bechtold - 1 1/2 hr to work from Roy Lake - Henn Co Human Services

498-7553

Blind
Limits

Testimony on Providers

Assumption in MAC

METRO MOBILITY HEARING SCRIPT

Good morning, I'd like to welcome you to today's public hearing.

The Regional Transit Board is holding the hearing to receive comments on the issues of Metro Mobility standards for provider eligibility, selection, performance, compliance and evaluation, the terms of the contracts with the service administrator and related contract management policies and procedures of the board, fare policies, service areas, hours, standards and procedures and similar matters relating to implementation of Metro Mobility service.

Today the RTB will receive your written and verbal comments concerning Metro Mobility. Your written testimony will be inserted in the record following your comments during the hearing. If you have written material please give us a copy for the records and then summarize those comments or add to them during your testimony. The purpose of this public hearing is to receive your comments, not to debate issues.

RTB staff member Linda Ehlers will briefly discuss the documents attached to the public hearing notice.

(LINDA EHLERS COMES TO THE MICROPHONE)

Now, I'd like to explain the process we'll be using for the public hearing.

We'll begin by taking comments from people who have scheduled time for their presentation.

Next, we'll take testimony from those of you who have signed on the sign-in sheet on a first come, first served basis.

Following those people, we'll take testimony from anyone in the audience who did not schedule time or signed up on the sign-in sheet.

This hearing is being recorded. When you come to the microphone, please state your name, the organization you represent, address and phone number.

The record will remain open until the close of business, Friday, November 27, 1987.

Leading off today's hearing is Mr. Steve Bertrand. Mr. Bertrand will you please come to the microphone.

(Steve Bertrand)

(NOW CALL THE NAMES FROM THE SCHEDULED TIME SHEET FOR THEIR TESTIMONY)